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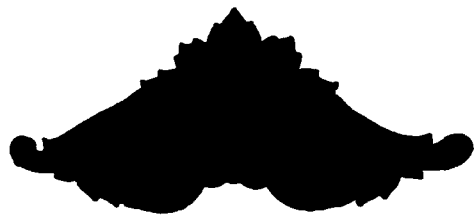
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A
C O M P L E T E B O D Y
OF
C O N V E Y A N C I N G,

In THEORY and PRACTICE,

BY

E D W A R D W O O D.

A NEW EDITION, BEING THE SIXTH, REVISED AND CORRECTED;

WITH THE ADDITION OF

ORIGINAL PRECEDENTS, NOTES, REFERENCES, &c.

By JOHN JOSEPH POWELL,

OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW.

IN SIX VOLUMES.

V O L. II.

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MDCCXCII.

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COMPLETE BODY OF CONVEYANCING.

* ON APPOINTMENTS.

SECTION I.

WHEN that modification of an use, which we now denominate a power, was introduced into conveyances, made to direct the future arrangement of a man's property amongst those whom he meant should succeed to it, it became necessary to form an instrument adapted to the purpose of carrying such powers into execution in a formal and technical manner: Accordingly that form of instrument which we now call an appointment, and which derives its name from the most operative word contained in it, *v. z.* "appoint," was invented.

An appointment, considered in this light, is a dependant relative instrument springing out of, and, as to its formal parts, governed by some pre-existing instrument to which it is always referable, and into which, when perfected, it is considered as engrafted. And, hence; in notion of law, any one taking by virtue of such an appointment, is considered to take under the power, in the same manner as if his name had been inserted in the instrument itself by which the power is created; with this distinction only, that he must take according to the nature of the power and instrument of execution considered together. *Ex gratia* if the power be executed by will, the appointee will be considered as taking to all intents and purposes as a devisee; his interest therefore will be ambulatory, revocable and incomplete, until the death of the appointer, and if the appointee die in the life time of the appointer, his heirs cannot take under the appointment. But if the appointment be made by any other writing or deed, which is complete, and not in its nature revocable, the property upon which it attaches will be absolutely vested in the appointee, in like manner as if he had been named in the original conveyance.

Appointments.

It follows of course that, whenever a power of appointment is reserved in a conveyance, all subsequent limitations are liable to be postponed, abridged, divested, rescinded, or defeated by the execution of it. And therefore if an estate be limited in use to *A.* for life, remainder to *B.* for life, and from and after their decease to the use of such person and persons, and for such estate and estates, and under and subject to such powers, &c. as *A.* and *B.* shall by deed executed by both of them direct, limit and appoint, and in default of, and in the mean time, subject to such appointment, &c. to the use of *B.* his heirs and assigns. Here the use is immediately executed in *A.* and *B.* for life, remainder to *B.* in fee. But immediately upon *A.* and *B.* limiting and appointing the estate in any other manner, the statute of uses draws the use, before executed in *B.* in fee, out of him, and vests the same in the appointee under the appointment made by *A.* and *B.*, just in the same manner and extent as it would have done, had the limitations contained in the latter instrument been a part of, and contained in the original conveyance; and, from thenceforward, the use and the possession, which constitute what is called the legal estate, are in the appointee, the former under the appointment, and the latter by virtue of the statute of uses. From this view of the nature of such a deed of appointment we may further deduce this principle; *viz.* that it never can be made to an use, although it can be made upon trust to any purposes the appointer chuses to limit; for the appointment itself attaching upon the use and conveying that to the appointee, and the statute transferring the possession of it, both use and possession are become vested in the appointee, and cannot be withdrawn or divested out of him by any subsequent declaration or limitation in the appointment; because there cannot be an use limited upon an use so as to be executed by the statute. But an use executed may be limited on trust, which will be rendered efficient by the interposition of equity, which interferes in such cases, and by virtue of its original jurisdiction over trusts, gives operation to the instrument where the statute falls short, by enforcing the *cestui que use* to comply with the trust as limited.

Another principle likewise necessarily follows, as a consequence of what has been before said, as to the nature of appointments; *viz.* That no limitation in an appointment can be valid, unless it would be so, had it been inserted in the conveyance out of which the power arises; because, as the appointment must be taken to be part of the original deed of settlement, the uses limited by it must be such, as would be good if limited therein.

Thus in the case of the duke of *Marlborough* against lord *Godolphin*, which arose upon a clause inserted in a will, that certain trustees and their heirs, on the birth of each son of the tenants for life, should revoke the uses *limited in tail male*, and limit the estates to them for life *with remainder to their sons in tail male*. Lord *Northington* said, that this was a clause so new as not to have acquired a name; it was a wonder it should be a question in a court of equity, which was a jurisdiction of reason.

Appointments.

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reason, whether, though the duke of *Marlborough* could not lock up his property in this manner himself, he might not deliver up the keys to another and empower him to do it: that was to say, in other words, *non potest facere per se, sed potest per alium, non per directum, sed per obliquum*. If these innovating modifications were to be allowed, as the law was a system of wisdom, it would allow it by direct limitation; but to say this could not be done by direct limitation, and yet to say that the thing might be done by they knew not what magic, would make it a system of puerility and jargon. And it was held that, as the object of this power in the trustees was to correct the estates tail by means of the trustees, and change them into life estates with contingent limitations to *their* issue; *by which means the unborn children of an unborn child were intended to be made purchasers*, which gives a limitation that the law would not permit in an original conveyance as tending to a perpetuity, the whole was void. (a) *Vid Term Rep. 1788, fol. 251.*

Upon the same principle it was held in the case of *Robinson and Hardcastle*, sent by the court of Chancery for the opinion of the court of King's Bench, that a power of appointing to children could not be executed in favour of grand children, being the children of children *not born* at the time when the power was created; because the effect would have been to enable such grandchildren to take as purchasers, although they were the unborn children of children unborn at the time of the original settlement made. *Term Rep. 1788, fol. 241.*

This species of instrument called an appointment, has likewise by the court of Chancery been considered as applicable to another purpose as well as that of executing powers; *viz.* The disposition of separate property by *femes covert*: instruments executed by them for that purpose, whatsoever shape they may assume, whether testamentary or otherwise, being now considered as taking effect in the nature of appointments under the sanction of that court.

And in cases where married women are entitled to separate property in the hands of trustees, their appointment of it will be valid, although the trustees be not parties thereto, unless the joining of the trustees is made necessary; for the rule of the court of Chancery, is, that where any thing is settled to the wife's separate use, she shall, as to that, be considered as a *feme sole*. But in cases where it can be done, it is most prudent to consult with and if possible to engage the trustees to become parties, as such conduct will recommend the transac-

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tion

(a) Note, the ground of this decision as stated by the Reporters to have been assigned by Mr. Justice Buller, is *mistaken*, and falls short of the true principles of the case which was as here stated. There could have been no objection to a power to correct the estates-tail, and change them into life estates as soon as the objects came in being, if such an alteration could have effected any useful object, had the future limitations been to persons *in esse* at the time of the will made, or their children: That ~~was~~ Judge's opinion was therefore founded upon the principle above stated, and not upon the ground suggested in the Reports.

tion to the favor of the court of equity; which, where the transaction is not prudent and evidently for the benefit of the wife or her family, will not go a jot further than it is obliged by the strictest rules in support of contracts made with *femes covert*; because this sort of transaction is generally contrary to the intent of such an arrangement of property; for, where a *feme covert* is to receive rents and profits, or the interest of money to her separate use, the friends of the wife mean not that she shall make a sale of it, but that she shall receive it from time to time. 1 *Vez.* 517. 2 *Vez.* 666

It was formerly doubted, whether marriage was not such a suspension of the capacity of the wife to execute any effective conveyance of her property, as deprived her of the power of assenting to any alienation even of real estate, under settlement to her separate use, unless through the medium of a power, or by the interposition of a fine. But it is now settled that a wife has a capacity, by her consent, of making a valid contract as to her separate estate, and that, therefore, a mere covenant or agreement between a woman and her intended husband inserted in marriage articles, that she shall have power to dispose of her real estate, without any estate being vested in trustees, out of which an appointment by virtue of the power may enure, will bind her heir not only when the power attaches upon a trust, but likewise when it is applicable to a legal estate.

This point was settled as to a trust in the case of *Wright* against lord *Cadogan* and others, where it appeared that on the marriage *A.* with *B.* his wife, articles were entered into, in which, after reciting that *B.* was then entitled to a copyhold estate of inheritance and a rent-charge therein mentioned, and that she had great expectations of a considerable accession of fortune from several relations; and that *A.* not being in actual possession of any estate, out of which any provision might be made for *B.* it had been agreed between them, that the said copyhold lands and the said rent charge should continue and be to the sole and separate use of *B.* notwithstanding her intended coverture, and free from the controul or intermeddling of her intended husband, and not to be subject to his debts; and that all such estates either real or personal, or of any kind whatsoever, which should or might descend upon or come to her during her coverture, or to the said *A.* in her right, by descent, or by virtue of any remainder or reversion, or any devise, gifts, or bequest, or by virtue of the statute of distribution, or by any other means whatsoever, should likewise be and enure to the said *B.* for her sole and separate use, free from the controul of the said respondent, and no ways subject to his debts: And to be applied and disposed of from time to time as she should by any deed or deeds executed in her life-time, or by her last will and testament duly made and published in the presence of three or more credible witnesses, direct or appoint. It was therefore witnessed that in consideration of the said marriage, and for better establishing and confirming the said agreement the said *A.* covenanted with *B.* and *C.* that he would, as soon as conveniently might be, at the request, &c. execute and perfect all such deeds, acts, matters, and things, conveyances and assurances

as should be devised or advised by her counsel, for better and more effectually securing the said copyhold estate and rent-charge for her sole and separate use notwithstanding her coverture, and from time to time as often as any estate, real or personal, should descend upon or come unto the said *B.* or *A.* in her right, by descent, devise, bequest, or gift, or by virtue of any reversion or remainder then limited, or afterwards to be limited, or by virtue of the statute of distributions, or by any other means whatsoever, he would execute and perfect such deeds, acts, conveyances and assurances in manner aforesaid, for vesting the same in such person or persons as she should appoint in trust for her sole and separate use, and to be subject to such disposition as the said *B.* should from time to time, and at all times thereafter make thereof, by any deed or deeds, writing or writings under her hand and seal, or by her last will and testament, &c. And that until the said *A.* should convey and assign the premises in manner abovementioned, it should be lawful for the said trustees and the survivor of them, &c. to receive the rents and the profits of all such lands as might or should descend upon or come to the said *B.* as abovementioned during the coverture, and also all such personal estate as aforesaid, and pay the same to her or as she should appoint for her separate use, and subject to the like disposition of the said *B.* notwithstanding her coverture. After the marriage the reversion of considerable estates vested in trustees, came to *B.*, and thereupon *B.* made an appointment in nature of her will and in exercise of her power, but the estates were never conveyed to the uses of the settlement. And one question was, whether this appointment, founded upon the covenant and agreement in the articles only, was good to bind *B.*'s heir; and it was held by Lord Northampton that the articles executed on the marriage and the subsequent appointment were a good and valid appointment. And his lordship decreed accordingly, which decree was affirmed in the House of Lords. 6 *Brown's Cases in Parliament* 156.

Several peculiar circumstances occurred in the preceding case on which it might be supported, without reference to the general principle that such a covenant will bind the real estate of the wife; for in the first place it was the case of a trust and not of a legal estate, and, therefore, being an equitable interest, the general agreement and intention of the parties, clearly and indubitably expressed in the articles, were equally as strong and binding as an equitable conveyance, and did, in effect, amount to a direction to the trustees and their heirs to stand seised of the reversion in trust for such persons as she should appoint, and, in the mean time, for her separate use exclusive of her husband. And secondly, the recital or introduction to the articles shewed that the estates in question were one of the principal objects *B.* had in view at the time of executing the articles; for it is therein particularly mentioned that she had great expectations of a considerable accession of fortune from several relations, and the subsequent words prove, that the great accession of fortune so expected was the remainder or reversion in question; for, in the introduction it is immediately

afterwards mentioned, that it was agreed that all such real estates as should during the coverture descend upon or come to her or to her intended husband in her right, by descent or by virtue of any remainder or reversion, should be disposed of by her in manner aforementioned.

But the case of *Rippen and Harwdin*, 23d of November, 1769, which was attended with none of the particular circumstances, that occurred in the preceding case, settled this point in favor of a covenant in case of a legal, as well as of a trust estate. In this case a woman being intitled to a legal estate, her intended husband previous to her marriage gave bond to trustees, conditioned that she should have power by will to dispose of her estate, which she did by devise; and upon a question as to the validity of the devise; Lord *Camden* was of opinion, that the heir ought to be a trustee for the devisee; and his lordship said that the latter case could not be distinguished from the former.

However it still seems questionable whether such a power will extend to after purchased estates, unless there be a particular provision for that purpose: for where *A.* who had power by virtue of her marriage settlement to dispose of her separate property through the medium of the execution of a power, had purchased a real estate in an house in the life of her husband, devised it during his life and died: Lord *Hardwicke* was of opinion, that she could not pass it, the agreement between the husband and wife being only as to such real estate as the wife had at the time of the marriage, and, consequently, not extending to such as she should purchase or acquire afterwards, 2 *Ves.* 190.

And a covenant, that a wife shall dispose of her personal estate, does not extend to what shall come to her after her marriage; for it only comprehends the personal estate, which she had before marriage. 4 *Vin. Abr.* 131. Pl. 7. Grounds and Rudiments of law and equity. 122. Ca. 23.

But where it was agreed before marriage, that the husband should have only *so much* of the wife's estate, and that she should have liberty to dispose of all besides which she should be entitled to, by her last will in writing; it was resolved that 5000*l.* which fell to her after marriage by the death of her brother, should not go to her husband or his executors, but that she should have the power of disposing thereof, though at the time of the articles she had not any right or interest therein, and although at that time she could not grant or release the same; for this being a covenant, it shall enure according to the intent of the parties, and it is provided that the husband shall have no more than the sum expressly mentioned: the intent is apparent, that whatever else the wife may have shall be free from any claim by him. 4 *Vin. Abr.* 131. Pl. 8.

And the merely settling the real estate of a feme covert before marriage to her separate use, as if she were a feme sole, will not authorise her to make a disposition thereof by deed or will.

Therefore, where the real estate of a wife was by settlement before marriage secured to her separate use, and if she were a feme

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seme sole, but no power was given her to devise it; a distinction was taken between personal and real estate, and it was said that although, as to the former, the right to make a will or appointment of it was incident to its being settled as separate property, yet it was different as to the latter: for that the husband could not give the wife power to make a will of lands, and that the heir at law was concerned in not being disinherited; but in such a way as that the wife should be secretly examined; and accordingly *Willes*, chief justice, who said he had consulted the other judges about it, determined that a will made under this predicament was void, as to the lands devised thereby. 2 *Vez.* 192.

S E C T. II.

As to the Form of the Instrument by which a Power is executed,

IT is not necessary, that, where a power to appoint is referred, the deed creating the power should be recited, or referred to, in the instrument by which it is executed, if the act done be of such a nature, as that it can have no operation, unless by virtue of the power; for, in such case, the law will refer to that, and thereby, give validity to the instrument.

Thus where *H.* seized of three acres of land, each of equal value, held in capite, made a feoffment in fee of two of them to the use of his wife for her life, for her jointure; and afterwards made a feoffment by deed of the third acre, to the use of such person or persons, and of such estate and estates as he should limit and appoint by his last will in writing; afterwards he, by his last will in writing, devised the said third acre to one in fee under whom the plaintiff claimed. And whether this devise was good for all the said third acre, or not, or for two parts of it, or void for the whole was the question? And it was held, that when *H.* had conveyed two parts to the use of his wife by act executed, he could not, as owner of the land, devise any part of the residue by his will, so that he had no power to devise any part thereof as owner of the land; therefore the devise ought of necessity to enure as a limitation of an use, or, otherwise, the devise would be utterly void; and judgment was given accordingly, which was affirmed on writ of error. 6 *Co.* 17. *Err. Eliz.* 877. *Err. Jac.* 31. *Moore* 567.

A man may execute a power of appointment, without particularly reciting or referring to the deed creating the power. But the instrument by which the power is executed must have reference, on the face of it, to, or mention, the estate on which it is to operate: and the want of such reference cannot be supplied by parol. Thus, where *C.* devised the income and produce of 1000*l.* South-sea stock to *F.* for life, and gave him a power to dispose of 400*l.* thereof to a charity. *F.* made his will, and thereby, gave several legacies, and then devised the rest and residue of his personal estate amongst his nearest relations: the question was, whether this 400*l.* passed by that devise of the residue,

residue, and whether that was a *good execution* of the power? *Parol evidence* was offered to prove, that it was the intent of *F.* that the 400*l.* should be disposed of by his will, but it was not allowed by the Master of the Rolls: and his Honour held; that *this was not* an execution of the power, but that the 400*l.* must go over according to the will of the first testator, 1 *Atk.* 559, 659. 2 *Eq. Ca Abr. Note a.* 1 *Atk.* 559.

It is sufficient, however, that the estate, subjected to the power, be referred to *in terms* which include it with the other property of the testator, although it be not *particularized*. Therefore, where one, by his marriage-settlement, had a power to charge an estate with 2000*l.* after the death of his wife, and a term of years was raised for that purpose; and the husband made a will in these words, *First*, “*I charge all my real estate:*” it was held by lord *Hardwicke*, that, if a man had a power to charge an estate, it was not necessary in the execution of it, that he should refer to the deed out of which the power arose; for, in a court of equity, it was enough that his intent appeared; and if, in the execution, he sufficiently described the estates he had a power to charge, the estate would be certainly bound, *especially where the person charging was a purchaser of the power*. And his lordship held that the power was well executed. 1 *Atk.* 441.

But, if an estate be conveyed and a power created, and the effect of the conveyance be to *revest* the estate, *subjected* to the power, in the *person* who is to execute the power; so that he become *seised* thereof, till *declaration and limitation* thereof be made *according to the power*; and he execute a conveyance mentioning the estate, and creating an interest therein that may take effect, *either out of the legal estate* that resulted, or, *by virtue of the power indifferently*; in such case, if the deed, creating the power, be not *recited or referred to*, the instrument will operate upon his *interest* and *not* upon his *power*. And, accordingly, it was determined in *Sir Edward Clere's case*, 6 *Co.* 17. *b.* First, that if a man, seized of lands in fee, made a feoffment to the use of such person and persons, and of such estate and estates, as he should appoint by his will, by operation of law, the use did vest in the feoffor, and he was seized of a qualified fee; that is to say, till *declaration and limitation* were made *according to his power*. Secondly, That if, in such case, the feoffor, by his will, limited estates “*according to his power reserved to him on the feoffment,*” there the estate should take effect *by force* of the feoffment, and the use was directed by the will; so that, in such case, the will was but *declaratory*: but if, in such case, the feoffor, by his will in writing, devised the land itself, as owner of the land, without any reference to his authority, there it should pass by the will; for, the testator had an estate deviseable in him, and power also to limit an use, and he had an election to pursue which of them he chose; and when he devised the land itself without any reference to his authority or power, he declared his intent, to devise an estate by his will, as owner of the land; and not to limit, an use, according to his authority. *Litt. fo.* 109. *a.* 1 *Vent.* 225. 1 *Atk.* 559.

And

And if, upon view of the instrument by which a power is contended to have been executed, the intention stands in equilibrio: as if it be so framed, that, whether it be determined to be a good execution of his power, or not, yet the deed *by which* the power was *executed* must be *in part* invalid; in such case the limitation will take effect out of *the interest* of the donee of the power, and not out of *the power*.

Upon this principle alone the case of *Brown and Taylor, Cro. Car. 38.* is reconcileable with the fourth resolution in *Sir Edward Clere's* case. In the case alluded to, *H.*, seised of tenements holden by knights service, *anno 21 Jac.* infeoffed certain persons to the use of himself for life, and, after his decease, to the use of such person or persons as he should appoint by his will, for such interests, or otherwise, as in his said will should be specified. Afterwards he made his will, and, thereby, devised that all his tenants of his farms should *enjoy their tenements for 21 years after his decease, and that R. T. should have the rent out of his land for his life, payable at two feasts of the year*; and devised to his wife *all his land* in *S.* for her life. and the question was, whether this were a *good declaration* of the uses, to limit it to his wife, so that she should take it by the feoffment; or, whether she should take it by the *immediate devise*; for, in the latter event, the will would be void *for a third part*, because the lands were holden in capite? and, after argument at the bar, (without any at the bench,) *Hutton Harvey* and *Yelverton* agreed that she should take *by the devise* and not by declaration of uses. For, they held, that, after a feoffment in this manner, the feoffor had a *qualified fee* in him, *as owner*, so as that he might make his will of those lands and *devise* the rent as owner thereof; and then the land, being held by knights service, the *devise* was *void for a third part*; or, he might declare his will, *as upon the feoffment*, which should enure as a *declaration* of the uses upon the feoffment, and then *all* the land passed. So that here, when he made *this will* without reference to the feoffment, the law would construe it as the *will* of one who was owner and might dispose of it as owner, and *not* as a declaration of the uses, which was an authority only: *also the will appointed rents to be paid*, which was a good will and devise; but the authority *limited him*, that he might *not* appoint *any rents* to be paid. And to have it to be a will for one part, and to dispose as by authority for another part, could not be good in law: and therefore it should be adjudged as a *will* to enure for both; but *Croke* doubted thereof, and conceived that it might well be construed as a declaration, and, *thereby*, it should be a good limitation for all the lands; and he thought that, by the same authority, he might dispose of the rent out of the land; and *his declaring that his tenants should hold their farms for twenty-one years after his decease* could not be but *by declaration*; and it was more for the advantage of the parties, that it should be so construed; and he said that the law should expound for the greatest benefit of the parties, when, by any construction, it might be so done. and that, by this means, all the parts of the will might take effect. But, the three other justices held, that

he

he could *not* dispose of the rent by the said words, but, of the *estate* of the land *only*; wherefore, without any argument, they adjudged for the plaintiff. *Cro. Car.* 38.

And, where the effect of the power is to enable the person, in whose favor it is created, to charge an estate with a certain sum, the *rule of law* is the *same*; namely, if the charge may possibly take effect out of the *interest* of the donee of the power in the estate charged, it shall do so; *even* though such interest of the person, *having* both a *power* and *legal estate*, may, *eventually*, prove *insufficient* to answer the charge he makes upon it.

Thus, in the case of *Jenkins* and *Keymis*, where *K.* (tenant for life, remainder to his son *C. K.* in general tail, with remainder over,) upon the marriage of *C. K.* with *B.* in consideration of the marriage and 250*l.* portion, levied a fine and suffered a recovery to the use of himself for life, remainder to *C. K.* and the heirs of his body upon *B.* begotten, remainder to the heirs of the body of *C. K.* remainder over, *with power to himself, by deed in writing, to charge all and singular the hereditaments with payment of 2000*l.** *K.* and *C. K.* afterwards, *without* reciting the power, by lease and release for 2000*l.* conveyed part thereof to *D.* and his heirs, upon condition to be void upon payment of 160*l.* at the end of the first year, and 160*l.* *per annum* for nine years afterwards, (being the interest) with the 2000*l.* or the 2000*l.* and interest at the end of any year after the first year. *K.* died; then *B.* died, and *C. K.* married a second wife, by whom he had issue the defendant in the cause, and then he died. The money not being paid, the son and heir of *D.*, *D.* being dead, brought an ejectment; and one point argued thereupon was, whether the conveyance by lease and release *under the circumstances of this case*, was a good execution of the power, for it was admitted that, abstractedly, it would have been so, *notwithstanding that C. K. joined* in the conveyance. But, the question made was, whether this conveyance of a fee redeemable upon payment, not only of the two thousand pounds, but also of interest for a year certain, and for more years, if it were not paid at the end of the first year, was good; or, if it were not good for the interest, whether it would be so for the 2000*l.*? for, it was said, that, when a man executed *all* his power and *more*, it would be good for *that* which was *within his power*, and *void* for the *residue*. But, on this point, *Hale*, chief justice, and the court held, that this was not a good execution of the power; for, by this means all the estates might be charged with a great sum of money, which would totally defeat the settlement; and that the power was *entire*, and so should the execution be; and that it could not be made good for part and void for the residue *at law*. But *Hale* said that, perhaps, there might be an *equitable ground* to aid the execution as to the 2000*l.* And, thereupon, judgment was given for the defendant. *Hard.* 395. 1 *Ca. Chan.* 103. 1 *Lev.* 150.

The plaintiff, afterwards, filed a bill in chancery. *Pasch.* 20 *Car.* 2. before lord *Bridgman*, to have the defect in the execution of the power supplied there; but the court refused relief:

Ulf: and his lordship held that, C. K. joining with K. in the conveyance to D., *which conveyance* did not recite the power, the said deed could not be construed to be made in execution of the power, but as owners of the estate; and, upon that ground, he denied relief.

But, it is stated in the report of this case (1 Chan. Ca. 105.) that, in truth, it appeared, although it was not found in the special verdict, that K. did, after the mortgage to the plaintiff's father, in pursuance of his power, charge the premises with 2000l. debts which he owed: which debts the defendant's father paid accordingly; which fact clearly rebutted the presumption that the mortgage deed was intended as an execution of the power, and of course, rendered the conclusion that K. and C. K. meant it to take effect out of their interest, necessary.

S E C T. III.

Of the Circumstances required to attend the Execution of Powers, which will include the Consideration of the Nature of the Act, to be affected by the Execution of the Power; and of the relative Situations of the Donee and Appointee under a Power.

CIRCUMSTANCES required to attend the execution of powers, may be ranged under two distinct heads; namely, *external* and *instrumental* circumstances.

External circumstances are such as have their existence *dehors* the instrument by which the power is executed and are collateral to it. As in cases where powers of revocation are limited, to take effect upon tender of money, &c.

Instrumental circumstances are those which immediately relate to, or are required to appear upon the face of the instrument *itself* by which the power is executed, as writing, sealing, witnessing, &c.

And with respect to circumstances, whether external or internal, the rule, both in law and equity, is, that all *incidental* circumstances prescribed in the creation of powers as to *consent of third persons, subscription of the instrument, witnesses, &c.* must be strictly observed. 1 Co. 144. Hob. 312.

Thus where a testator gave his estate to such uses as his wife, *with the consent* of his trustees, should direct; and the wife had taken upon herself to dispose thereof by her will *without any such consent*: the disposition was held to be void, and the original testator was considered, *as to that*, as dying intestate *ab initio*. Pre. Chan. 452. 3 Chan. Ca. 107. 108. 1 Len. 89. Moore 261. Dyer 372. 3 Chan. Ca. 70. 2 P. Will. 506.

It is necessary to premise that in these cases, the question is not, whether *the instrument*, by which the power is executed, be *in itself* sufficient, as independent conveyance, to carry the estate or interest which is the subject matter on which the power is to operate; but, whether it be *that* instrument which the author of the power, (who, as owner of the estate, had a right to annex

annex any forms that he pleased, however arbitrary, to the execution of it,) *meant and intended* in the creation of it. For, if it be not *that* instrument which *be required*, the claimant under the power can have no title, unless he shew some *equitable* ground upon which *these* circumstances ought to be *dispensed* with; as, if the power does not take effect, and the creator of it makes no further disposition of his estate, the claim of the heir at law or personal representative comes in, whose titles are complete, and, therefore, must in this, as in every other case of imperfect assurances, take place.

Therefore, if there be two persons claiming under a power, and they be *both* volunteers, he whose title has any *defect* in circumstances will be without remedy in equity. Accordingly, where the duke of *Albemarle*, in 1675, made his will, and, *thereby*, gave great part of his estate to the earl of *Bath*. And in 1681, he made a deed of settlement, wherein he mentioned his intent to confirm his said will, but, in limiting of his estate, varied in many particulars from it, but settled the greatest part of his estate upon the earl of *Bath*. In this settlement there was a power of revocation by any deed or writing, to be executed in the presence of six or more credible witnesses, three whereof were to be peers of the realm. In 1687, his grace made another will, attested by *three* witnesses, whereby he revoked this settlement, and, *thereby*, gave a great part of his estate to *Mr. Monk*. After the duke's death *Mr. Monk* brought a bill to set aside the settlement, and to set up the last will. And it was insisted, on behalf of *Monk*, that, although this might not be a revocation in strictness of law, by reason the circumstances were not pursued either in the *number* or *quality* of the witnesses; yet, as this will was made with great deliberation, (it being in proof that the draught was not completed until six months after instructions given for it, and that lord chief justice *Pollexfen's* opinion was taken upon it,) this will ought to be an effectual revocation in equity, although the circumstances prescribed were not strictly pursued; for, they were *only* to prevent surprise, and it was evident that there was none in this case. But it was held by the lord keeper, the two chief justices, and baron *Powell*, that the latter will was no revocation of the former settlement, either in law or equity; for, in all cases of settlements and revocations, *merely voluntary*, all circumstances ought to be pursued: and there was no precedent of any case, in equity, where *the court* had given *any aid* where both parties were *volunteers*. 2 *Freem.* 193. 3 *Chan. Ca.* 55.

But, in many cases, the court of chancery, regarding the end and consideration of the execution of the power, rather than the strict legal requisites annexed to the execution of it in its creation, relieves against the circumstances upon equitable grounds. 1 *Eq. Ca. Abr.* 296. 2. 2 *Vez.* 642.

It is necessary *here* to observe, that these kind of powers arising out of uses, were *unknown* to the common law *previous* to the statutes relating thereto, and originally belonged, in *point of jurisdiction*, to courts of equity only; and that there was, in law, no other mode of reserving an authority over an estate given

gives to another, than by means of a condition; but, when these statutes, and particularly that of 27 Hen. 8., by transferring into possession, incorporated the use and possession together, they became legal estates; and fell under the jurisdiction of courts of law. Now, as conditions, which were to defeat estates vested, were considered in courts of law, as odious, so, when powers fell under their jurisdiction, they made a distinction between powers of appointment and powers of revocation: and, as the latter were generally annexed to voluntary settlements, and always tended to overthrow and defeat estates raised by the instrument in which they were contained, and whereby they were actually settled by the owner of the inheritance, they, in analogy to their rules respecting conditions that went to defeat estates, considered these also as odious; and, therefore, required that every circumstance, that was appointed to attend the execution of them, should be *precisely* complied with before they could divest an old estate or create a new one. But, as this construction was repugnant to the nature of powers, and, in cases of settlements made for the benefit of children, militated against the rules of equity, which considers children as purchasers; courts of equity seized on this circumstance as a ground to resume their jurisdiction; holding that, in conveyances to uses executed, as well as in common law conveyances, the consideration of any equitable interest in the estate conveyed still belonged to the courts of equity by virtue of the original jurisdiction which they had, before the making of any of the statutes relating to uses, and which was not taken away by any of them. And, thereupon, they began to interpose and supply such defects whenever there appeared to be a valuable consideration; as in cases of marriages, jointures, or settlements, or in which there was any other equitable ground for interposition. 2 Will. 227. Ibid. 490.

The grounds on which courts of equity interpose, in relieving against the omission of circumstances in legal proceedings, may be comprized under three heads, namely, accident, or fraud, or trust on the one side, and a consideration or confidence on the other; for, in contemplation of equity, every person executing an instrument to convey property for a consideration, or undertaking a confidence, is after having received that consideration, or subjected himself to that confidence under a *moral obligation* to make a perfect and complete transfer of that, for which the consideration was given, or to perform the trust confidentially reposed in him: and the existence of that moral obligation, is the foundation of the jurisdiction of the court of chancery, which presides over the consciences of men.

Now considerations are of two kinds; namely, civil and moral; the first founded upon an express stipulation, the second founded upon an implied obligation which subsists between the parent and the child. The former is distinguished in our law by the term *valuable* consideration; the latter by the term *good* consideration.

And, in respect of powers, as in all other cases, the highest consideration in contemplation of equity is a valuable

able one; therefore an actual purchase for money, or by marriage, is the first object of attention *in equity*, and *every thing* will be done there in the favour of such a purchaser, and *nothing* against such a purchaser.

A creditor is considered in equity, as a purchaser for a valuable consideration. 1 *Chan Ca.* 10.

And children are *in equity*, considered as in the nature of creditors, claiming a debt *founded* upon the *moral obligation* in the parent to provide for the child, which is, in equity, a *good* consideration upon which a debt may be contracted.

And, in favor of *purchasers* for a valuable or good consideration, a court of equity will dispense with the form of the instrument, if the donee of the power make a conveyance, from which the court may conclude that he intended to execute the power. For, although, where the question, as to the execution of a power, arises between the original donee of the power or his appointee without consideration, (whose claim can be no better than his under whom it arises) and the owner or remainder man, (entitled to that which is the subject of the power, in default of execution of it,) the latter, having a vested interest, will *clearly* be entitled against the former, unless the former shew that the interest of the latter is divested by an *actual* execution of the power in *due* form; because, as with respect to that interest, in the subject matter on which the power attaches, which is to be carved out of it by the execution thereof, the owner of the interest under the power, and the owner of the subject out of which it is to arise, are claimants upon an *equal* footing, no valuable consideration existing upon either side: the consequence of which is that possession turns the scale, and gives the best title in law to the owner or remainder man, and there is no *equitable* ground of relief in the appointee to oppose to it; yet as between the appointee for a *valuable* or *good* consideration, and the owner or remainder man, the case is different; for, as the circumstances are considered as added to the execution of the power *only* to prevent surprise or fraud upon the donee thereof, and as the nature of the transaction, whether it be executed for a valuable or a good consideration, evinces, that neither of those circumstances exist, the act of the donee, in such case, *attaches* immediately upon *the thing*, which is subject to the appointment, in *respect* of the consideration. Then, as the title of the owner, or remainder man to the interest in the thing, so far as the same is subject to the power, is *merely* as a volunteer, and *without* consideration, and the title of the appointee is as a purchaser, and *upon* consideration, a moral right arises in favour of the appointee, upon which civil equity founds a trust that binds *that* which is the subject thereof, in whose hands soever it is; and the court of chancery, (considering the appointee, as *cestui que* trust of the thing, and the owner as trustee, and the question arising as between the *cestui que* trust, in his own right as a purchaser for a consideration, and the owner, and not between the donee of the power, and the owner,) gets a jurisdiction over the cause. And the court, in that case, does not consider the form of the conveyance, but takes it as it was actually intended; namely,

namely, as a conveyance *made* in the best manner that it could be *a law*: for, in equity, the substantial part of every contract, whether *civil* or moral, is the *consideration*; and for that the right is transferred, and what ought to be done is looked upon in equity as done. And therefore the court relieves against the imperfect execution of the power.

Upon this principle, a covenant in a marriage settlement has been held a good execution of a power in favour of a wife.

Thus, where *F.*, having estates in *Yorkshire* and *Durham*, settled his estates to the use of his son *T.* for life with remainder over; with a power for *T.* to limit any part of the estate, not exceeding 100*l.* *per annum*, for a jointure for any wife he should marry. The lands in *Durham* being 180*l.* *per annum*, were charged with 100*l.* *per annum* to the widow of *F.* for her life. *T.* married, and thereupon limited the 100*l.* *per annum*, out of the *Durham* estate, which, for the reason above-mentioned, was deficient in value, but he covenanted in the deed, that, in case the value should be defective, it should be made up out of his *other* estate, which, for the reason above-mentioned was deficient in value, but he covenanted in the deed, that, in case the value should be defective, it should be made up out of his *other* estate. He being dead, and the estate proving so to be, the widow brought her bill to have the deficiency supplied out of the *Yorkshire* estate: and it was held by the lord keeper and master of the rolls, that this defect in the execution should be supplied, and the plaintiff relieved. 2 *Freem.* 256. 2 *Ven.* 379. 2 *Will.* 229. 231. 222. 489. *Gilb. Rep. Eq.* 160. *Strange* 596.

And as a covenant is a good execution of an appointment by virtue of a power in favour of a wife whose claim is founded upon a valuable consideration; so it will likewise be, if made in favour of children who claim upon a good consideration. Thus where *B.* settled lands to the use of himself for life, and then as to part to his wife for her life, for her jointure, remainder to the issue male of his own body with several remainders over; with a *proviso*, that, if he should have any younger children, it should be lawful for him, by deed or will, executed in the presence of two or more witnesses, to limit and appoint any of the said lands, except those in jointure, to such person, and for such estates as he should think fit, for raising 500*l.* a-piece for such younger children, to be paid at such times and in such manner, as he by such deed or will, should declare; and, *covenanted to do so* accordingly. *B.* died leaving several younger children, but did not make any appointment. And, on the question, whether this covenant, *contained in the deed* that raised the power, was a good execution of the appointment in pursuance of the power? Lord *Sommers* held that it was, and deemed it a charge upon the land which bound the issue in tail: and his lordship ordered the 500*l.* a-piece to be raised for the younger children immediately. *Gilb. Rep. Eq.* 166.

But

But it seems necessary that such *covenant* should be united with the deed raising the power, or have *reference* to, or *recite* the power, or mention the *hereditaments* subject thereto; for, otherwise, it would fail; as, in such case, a general covenant cannot be considered as an execution of the power, or take effect as a lien attaching upon the estate subject thereto; and something like this seems to have been meant in the passage in the report of *Elliot v. Hele*, 1 Vern. 406, where the chancellor says, in his judgment on that case, "that the power, being a general power to make a jointure, and not said of what lands in particular, was not such a lien upon the lands as should affect a purchaser, though the power had been afterwards executed, much less when it was not executed at all; for, as a man by such general power might make a jointure of 500*l.* per annum, so he might make a jointure of 50*l.* or 5*l.* per annum; and that there was a difference between a defective execution of a power, and a power not executed at all.

It appears by the report of that case, as stated, 2 Ch. Ca. 29. 87. that the instrument that created the power gave the donee thereof divers manors, with a power to settle a jointure on certain premises therein particularly specified, which *de facto*, consisted only of a mansion-house and lands of the value of about 50*l.* per annum, the other estates contained in the will being previously subjected to an entail; the objection therefore, as put in the mouth of the chancellor, could not apply to this case; because the power here was not a general power, but a particular one, and, consequently, a lien upon the lands if duly executed. Besides, suppose the power had been a general power, it would then have rested on the discretion of the donee thereof, to appoint the whole or any part of the estates subjected thereto in jointure; for, in such case, although the power may be said to be general as to all the lands contained in the settlement which raises it, yet, it is particular as to those upon which it is to operate; and, not being restrained, of course includes the whole of them: and therefore the appointee under the power has nothing to do but to show that it has been legally executed as to the whole, or a part and then her title will be paramount to any purchase with notice made from the donee, be it for a valuable consideration or otherwise, if not carried into effect by an assurance that destroys the power; for, it will be a title, not by the donee of the power, but by the creator of it, and will take effect out of the instrument creating it. But it seems perfectly consonant to equity, that a covenant to make a jointure without specifying of what amount, and without being inserted in, or referring to any deed, or mentioning any particular lands, from which an inference or presumption may be made of the extent of the jointure, or of the subject on which the jointure is to attach, cannot be considered even as a defective execution of a power: for, there is, in such case, no ground from which a conclusion can be drawn, that the person, making such a general covenant, had the power in his contemplation, unless it be, that this should be an execution, because the person who covenanted might, by proper means, have executed this power, which would be carrying the doctrine of presumption

Appointments.

17

no further than any case that I have met with has yet done, and which, in the case of *Elliot v. Hele*, the court refused to do. The Chancellor's observations therefore in *Elliot v. Hele*, seem to me to have been mistaken by the reporter by being applied to the power, instead of the covenant.

As a court of equity will dispense with the form of the instrument by which an appointment, in pursuance of power, is made; so, likewise, it will supply any deficiency in the circumstances required to attend the execution of such power, when it is executed for a valuable consideration. Therefore where it was objected, that there were not two witnesses to a deed of appointment under a power, whereas two were required, and that, therefore, the deed was void as not pursuant to the power: yet the court said, that the deed being for a valuable consideration, namely, that of marriage, was good though not in strictness pursuant to the power; for the courts, in such cases, would supply the want of circumstances. 2 P. Will. 623.

Thus where M., having a power of disposing of 4000l. by deed or otherwise, executed in the presence of three witnesses, to any person she might appoint: she, being about to marry, by articles executed in the presence of two witnesses only, appointed 2000l. part of the 4000l. for the life and benefit of her intended husband during the coverture; and, after her death, to her son. The marriage took effect, and upon a dispute between the remainderman and the husband, the question was, whether these articles, entered into upon the marriage, amounted to an appointment within the power? Lord Hardwicke was of opinion that they did; for that, notwithstanding it was insisted that it was a defective appointment, because there were only two witnesses; the court could supply that defect, when it was executed for a valuable consideration: much more when it was an execution of a trust as was the case here: and, although the appointment was inaccurately expressed, and in an informal manner, it would amount to a grant of 2000l. to the husband. 2 Atk. 412.

The equity will supply a defect by reason of a variance from the circumstances required by a power, as well when the power is executed for a valuable consideration, as when it is executed for a valuable consideration.

Thus, where J. S. having four children, viz. two sons and two daughters, settled his estate on trustees, to the use of himself for life, and after their decease, to the use and uses of such child and children and in such shares and proportions, as he should appoint by any deed to be by him signed in the presence of two witnesses, and, in default of such appointment, to his eldest son in tail. He, by his will made by him, and attested by several witnesses, devised a rent-charge of those lands to his youngest son for life; and to the first sons of his body successively in tail; and, further willed that, in case his said youngest son should die without issue male so as the estate should come to his eldest son, then that he should pay 500l. a-piece to his daughters. The eldest son, who died without issue. The bill was filed by the daughters against the eldest son, to have their five hundred pounds a-piece according to the will. He, by way of plea, set forth the deed of settlement and insisted that the power was not well pursued nor executed by the will; because, although the testator might have distributed his estate among his children, in what proportions he thought fit, yet, he had no power to grant or devise a rent-charge or sums of money, as he had done. 11. II. C. bad

had taken upon him to do. But the court disallowed the plea, and ordered him to answer over. 2 Vern. 80. 1 Atk. 568. Strange 604.

So, where *A.* upon his marriage, covenanted, that his estate should be chargeable with 1000*l.* for the benefit of the younger children: and his wife, having an estate of her own, she and her husband, after marriage, levied a fine of it, and the uses declared were, *A.* and his wife should have a power by any deed or writing under his hand and seals, or the survivor of them, by his or her last will, to appoint and divide the estate among their younger children in such proportions as they or the survivor should think proper. *A.* survived, and by his will gave his daughter (who was the only younger child) 3000*l.* which he declared should be in lieu and in full satisfaction of the 1000*l.*, covenanted to be raised out of his own estate, and he charged the 3000*l.* on his wife's estate, intending thereby to execute his power. And one point made was, whether this was a good execution of the power? And it was urged, that this was a naked power and ought to be executed in the very terms of it; and it was compared to a condition, which must be strictly performed; but resolved per Lord Hardwicke, that the power was in substance well executed. It was true the direct terms of the power were not pursued, but the intent and design of it was: it was admitted that the father might have appointed part of the estate to be sold, and the money raised by such sale. And what was done was exactly the same thing. The court might order a sale. It was the same to the heir or remainder-man in which way the child was to be provided for; only, that giving a portion of the estate itself might be the means to tear it to pieces, whereas now the estate would be kept intire; and, it was better for the daughter that she should have a sum of money than a small estate, and, though the will might not enure as a good execution of the power in strictness, yet, within the meaning and design of it, it was a good charge for the young lady's benefit. 2 Eq. Ca. Abr. 668, 19.

And, in favour of children, a court of equity will not only aid an appointment under a power defectively executed, but also a power defective in itself: as a lease made under a covenant, to stand seised in consideration of natural affection. 1 Chan. Ca. 161. Ibid. 264. Chan. Ca. 91.

And, if a power be first executed defectively as to part only of the interest which the appointer has, by virtue thereof, a dominion over, and then he executes it defectively as to the whole, a court of equity will, in favour of a purchaser for a valuable consideration, reject the first appointment, and supply any defect in the last, the intention being evident.

Thus, where *Edward Hervey* the father, by a settlement made on his marriage with his first wife, (the mother of the defendant *Michael Hervey* the son,) was tenant for life of the family estate, which was very large, with a power to make a jointure on a second wife of 60*l.* per annum, remainder in tail to his first and other sons. It was agreed on the marriage of *Michael*, that a recovery should be suffered to reverse the uses of the former settlement, and that, in consideration of 500*l.* part of the portion paid to the father, *Michael* should be immediately put into possession of part of the estate; and as to the rest, it was to be settled on the father for life, with power for him to make a jointure of such of the lands as he thought proper, not exceeding 600*l.* annu

~~man~~, remainder to the son in tail, remainder over ; which settlement was made accordingly. *Edward* the father, before his marriage with the plaintiff who was his second wife, by a deed, dated the fifth of *May*, 1725, conveyed all the estates in the settlement contained, limited to him for life, of the yearly value of 900*l.*, to trustees, in trust, in the first place, to pay 200*l.* clear, as pin-money, to the intended wife during coverture, and, upon further trust, if she survived her husband, to pay 300*l.* *per annum* rent-charge to his wife for her jointure, and to permit the defendant *Michael* to take the profits of the estates, provided he did not interrupt her in the receipt of the 300*l.* *per annum*, which was declared to be in bar of dower of the wife, or of any jointure on any other land. The marriage took effect. Then *Edward*, by a second deed, gave his wife another 300*l.* *per annum* clear, as a further provision by way of jointure. And afterwards he, by a deed of the 15th of *Jan.* 1731, as a further provision for the wife and in execution of the power, conveyed all the same estates to the trustees in the former deed, to raise, during the joint lives of the husband and wife, the further sum of 100*l.* *per annum* for pin-money, and the nett sum of 600*l.* *per annum*, as a provision for her in case she survived her husband, in bar of all other provisions before made ; and in this settlement was the following declaratory clause, *viz.* it was thereby declared and agreed, by and between all the parties to these presents, that it was the intention of that deed, and of the preceding ones, to secure a jointure to his then wife, amounting 600*l.* *per annum*. No recovery was ever suffered in pursuance of the agreement on the son's marriage. *Edward Hervey* died, his wife surviving ; and she filed a bill against *Michael*, and the trustees under the several deeds, to have the benefit of those provisions, all, or any of them. This cause was twice heard before Lord *Hardwicke*. At the first hearing his lordship said, the first thing to be considered was the construction of the power under the deed between *Edward* and *Michael Hervey*. It was very plain, that this was a power in *Edward* to settle a jointure upon any wife, *toties quoties*, upon any subsequent marriage : it was likewise a power to settle and assure, that he could only settle so much as would amount to 600*l.* a-year, and that only during the natural life of such wife. It was very certain that *Edward* could not, in point of law, by virtue of this power, settle any clear of taxes upon any after marriage by way of provision for his wife. To consider then in what manner *Edward* had executed the power. By the first deed, he had conveyed all the lands which were subject to the power to trustees, not to the intended wife, for raising 300*l.* *per annum*. By the second deed, they were to raise 300*l.* *per annum* more clear of taxes, &c. and by the third deed he had resolved, that he intended only to secure to her 600*l.* *per annum* and no more by all those deeds. Then, upon this state, it appeared to his lordship, that the execution of the power was absolutely void in law and equity. For the power was to settle lands for a jointure or provision, not exceeding 600*l.* *per annum*, and he had settled 900*l.* *per annum*. The words jointure or provision were synonymous terms ; but. this was a breach to trustees, which was, in point of law, no jointure ; for, to make it so, it ought to have been made to the wife herself. *Edward* likewise had conveyed a clear estate of 600*l.* *per annum*, which was also contrary to the power. Then, as the execution of the power

was undeniably void in law, his lordship considered how it would stand in equity, and he said it would be void there too; but, when he said void there, *he did not mean that court would not go as far as possible, to supply a defect in the execution of such a power.*

In the case then under consideration, neither of the parties could possibly have what was originally intended them by the power; because, in respect of *Michael* the defendant, it was contrary to what was stipulated between him and his father; for, here, it was a *clear rent charge* issuing out of his estate, instead of being *subject* to taxes, &c.; and, in respect to the plaintiff, the widow, there was not what was stipulated for her, because *the power* would not *extend* to give a clear rent charge.

It had been rightly observed by the bar, that a court of equity would supply a defective execution of powers, as well in the case of younger children, and a provision for a wife, as in favour of purchasers or creditors. But, the counsel for the defendant *Michael* had insisted, that this relief was applicable only to a wife *unprovided for*, and that here the wife was provided for by the settlement previous to the marriage. But, as the whole which had been done in this case was *directly* contrary to the power, she must be looked upon as a wife *unprovided for*.

The cases of *Smith and Ashton*, 1 Chan. Ca. 263, *Tollet v. Tollet* 2 Will. 489. sufficiently proved, that, where powers were defectively executed, this court would supply them notwithstanding. Upon these authorities, and many more which might have been mentioned, there could be no doubt but that, if a tenant for life, who had such power did, *after marriage*, execute it, though *defectively*, yet it should be supplied. His lordship was of opinion in this case, that the wife could not have what was stipulated for her, previous to her marriage, carried into execution; for, if he should so decree, it would be breaking in upon the agreement under the deed between *Edward* and *Michael*. Then taking it upon this footing, she must be *considered* as a wife *unprovided for*; and, if so, she was *clearly* intitled to the relief of the court. This case in some respects differed from any other that had been cited, *viz. Bath* and *Montague*, &c. because in them there was *provision*, but a defective one.

Thus, it fell pretty much within the rules of a wife or child unprovided for by defective provisions under wills, and, to this purpose, the case of *Weeks v. Urn*, decreed by Lord Cowper, 1717, was applicable.

One reason that weighed with his lordship, in the decree he was about to make, was, that, if the wife had claimed the 600*l.* *propter nuptias* without setting forth any consideration, but merely as a voluntary gift from her husband; there was no doubt but that the court would have given it her; and it would be very absurd to say that because she set forth in her bill a valuable consideration for part, therefore she should lose the whole. If there had been any proof, in this cause, of her using unwarrantable means to insinuate herself into the favour of an old man, and that she, by imposing upon his weakness had gained any thing clandestinely, it might have had some weight. But, in the present case, there was not so much as a suggestion of that kind: and *besides* she brought a considerable fortune in marriage. The main argument in Lord Coventry's case, was, that there was

no execution of the power ; but, there had always been a distinction between a non-execution, and a defective execution of a power. Here the declaratory clause in the last deed had supplied any defects that might be in the former, and the natural consequence of this was, that the parties waived all benefit that might accrue to them from the other settlements, and were contented with the provision that was made pursuant to the power. That clause which empowered the son to hold the estate, provided he paid 600*l.* *per annum* rent to the trustees for the wife, was not within the power, and was, consequently, void : and no conveyance could be pursuant to the power, but what was to the wife herself only. And his lordship decreed, that *M.* and the trustees should convey to the plaintiff a jointure, not exceeding 600*l.* *per annum*, out of the premises subject to the power, liable to taxes, repairs, &c.

This cause was afterwards re-heard, and on the re-hearing, it was contended on behalf of the defendant *Michael*, that the father, by the power, was to have a liberty of making such a jointure or provision as should not exceed the rents and profits of an estate of 600*l.* *per annum*, and though, as an express estate had not been limited to the wife herself for life, it was not properly a jointure ; yet, in that court, by way of provision, it might be construed a due performance of the power. For, first, it was a good execution of the power at law. Secondly, if not good at law, it was certainly so in equity. Under the deed of 1725, it was agreed between the plaintiff and her husband, that, after the rent charge of 300*l.* a-year, out of an estate of 600*l.* a-year, the residue of the rents and profits should go to his son *Michael*. Therefore, as these were parties able to contract in a court of equity, the deed must be considered as good by way of agreement, and any further deed, which the wife had by way of addition after the marriage, must be considered merely as a bounty, and the case of *Newport and Savage*, where lord chancellor *Talbot*, and *Tbwaites v. Dye* 2. *Vern.* 80. were cited to shew, that, when a person had a power of charging lands to any of his children, and, in such shares and proportions, as he, by his writing should appoint, he might not only limit, but charge the lands, with any rent charge or sum of money.

But Lord *Hardwicke* said that, after hearing it argued fully, he still retained his former opinion. He would not repeat what he had said before, but would apply himself to give an answer, to what seemed to him to be the principal reason urged for a re-hearing. The general argument was, the validity of the first settlement, at least in a court of equity ; but he took it to be clear that the deed of 1731, which was the ultimate attempt towards the execution of the power, was a waiver of the former settlements, and supplied any defect that might be in the other two.

He was of opinion that, if this power had been executed by the deed of 1725 in favor of a stranger, instead of in favor of a wife, it would have been good : but, being merely an equitable thing, the person claiming must come into a court of equity. With regard to the deed of May, 1725, it had been said, that the power having been completely executed, it could not be executed *toties quoties*. But he was of opinion it was not executed either in law or equity.

Supposing it had been defectively executed, and the parties had afterwards executed it properly, there was no doubt but that the law

would have looked upon the first as null and void, and it might therefore have been executed over again.

As this was a power to make a jointure of lands *only*, not exceeding 600*l. per annum*, it was not the intent, that the whole estate should be incumbered; for, the remainder-man was to have the surplus, which he would not have, if the 300*l. per annum* rent charge should take place; for, then, the whole would be liable to answer the rent charge, and by that means the remainder-man would lose his surplus. But, *then*, it had been said, that the court might have taken 600*l. per annum* out of the 900*l. per annum* to answer this rent charge. But suppose this estate had lain in level or marsh grounds, there might have been inundations, and then the part so allotted might not even have produced a rent charge of 300*l.* This would have been a prejudice too, in respect of a remainder-man; for, supposing the 600*l.* a year had, by any accident, proved an insufficient fund, then the arrears of the rent charge would have run on, and the remainder-man, *at least* who stood behind *Michael*, would have been injured.

His lordship agreed that, if there had been no settlement beside the deed of 1725, the court would have found out some other way to make the provision for the wife effectual, and might have done what Mr. *Noel* had pointed out; allotted so much of the estate, which was subject to the power, as would have been sufficient to have answered a clear nett sum of 300*l.* annually, making allowance for landed estate being liable to taxes.

But his lordship was of opinion, that, whatever the court might have done, under the deed of 1725, to aid and assist the wife, if she had stood singly and clear of subsequent settlements, yet, as the case was now circumstanced, if the court could not give her what was *agreed and stipulated for* under this deed, they would certainly secure her what was given under the settlement of 1731. And, as this was a rent charge, and not such a provision as was stipulated for the wife, she must be considered as absolutely unprovided for, and then she would clearly be entitled, according to the rules of equity, to be aided and assisted in carrying a defective provision into execution.

It had been said, that, where there had been an excess in the execution of a power, there were no instances in which this court had assisted to carry such a case into execution; but, though there were excess or a redundancy in the thing itself, yet it must be considered *only* as a defect in the legality; and there were many cases to that purpose. His lordship would put one, suppose a power to lease for twenty-one years, and the person leased for forty, this was void only for the surplus, and good within the limits of the power. And upon the whole, his lordship directed his former decree should stand without variation. 1 *Atk.* 561.

But it was said, by lord *Hardwicke*, in the preceding case, that there had been words in the first settlement, which had shewn that the power was fully executed, or which would have amounted to a release of it, that would have prevented any *subsequent* execution; but the ordinary words usually put in by conveyancers, *viz.* "in bar of dower and thirds," would not have that effect. 1 *Atk.* 567.

Where the aid of chancery is required, in favor of a purchaser, to give effect to a power defectively executed, the decree will be the same, whether the applicant be a purchaser for both a valuable and

good consideration, or, one who claims in respect of a good consideration only; nor will it be material whether such settlement under a power be made before marriage, or after it.

And of this opinion was Lord *Hardwicke*, in the preceding case; for it was there contended by the counsel for *Michael Hervey*, the remainder-man, that, as the portion which the plaintiff had brought in marriage was only 2000*l.* the settlement of 300*l.* *per annum* was much more than adequate to that fortune; and, as that settlement was good in law, or, if not, then, in equity, the second deed, executed *after the marriage* of *Edward Hervey* with the plaintiff, ought to be considered as merely voluntary. But lord *Hardwicke*, as to this point, was clearly of opinion, that in cases of aiding the execution of a power, either for a wife or child, whether the provision had been for a valuable consideration had never entered into the view of the court; but, *being intended for a provision*, whether voluntary or not, had been always held to intitle that court to give aid to a wife or child to carry it into execution, though *defectively* made. 1 *Atk.* 564, 567. 2 *Freem.* 256.

Neither is it material, in the case of a wife or child, that the person who comes for the aid of the court is *already provided for*; unless the provision already made be *extravagant*; for, in such case, it is an invariable rule, that *the husband or the father* are the proper judges what is the *reasonable* provision for a wife or child. 1 *Atk.* 568.

And this principle was agreed to in the House of Lords in the case of *Kettle v. Townsend*. 1 *Salk.* 187.

So, the jointure of the countess of *Oxford* was decreed good, where the power was not pursued; yet, *only* part of her jointure depended on the question. 1 *Chan. Ca.* 264.

And, when a father, or husband, has done any thing *extravagant*, the court does not, in either of these cases, *break through* this general rule when they set it aside; but they go upon a collateral reason, namely, that this *extravagant* provision either for a wife, or for child only, is a prejudice and injury to the rest of the family; and that one branch ought not to be improperly preferred to the gain of the rest. 1 *Atk.* 568.

But, the court will not aid a power executed defectively, in favour of a plaintiff being a purchaser for a *valuable* or *good* consideration; where the defendant's title is on an equal claim, springing out of the same root; although the person claiming by the later instrument has notice of the power.

Thus, where tenant for life of lands in the counties of *D. S.* and *C.*, remainder over in tail, with a power for tenant for life to limit and appoint *C.* to any wife after the death of *E.* who then had a jointure on the same premises. *E.* died and then tenant for life married, and received 3000*l.* portion with his wife, and, by articles, before his marriage, covenanted to settle 300*l.* *per annum*, of lands in the counties of *D. S.* and *C.*; but no particular lands were expressed. Tenant for life died, before any settlement was made. It afterwards turned out that part of the lands, expressly subjected to the jointure, were previously intailed; and, that the estates untailed were not of greater value than 50*l.* a year, or something more. Afterwards the wife died, and then her executrix brought a bill against the remainder-man, to have an account of the profits of the lands, which, by the articles, were

were covenanted to be settled in jointure. The remainder-man had, ~~upon~~ *his marriage*, settled those lands upon his wife and her issue, but *with notice of the power* in the first tenant in tail to make a jointure. The Lord Chancellor dismissed the bill, there being no equity for the administratrix of the first jointress against the second and her issue, who was equally a purchaser with the first. But this case seems to fall more properly under the head of a non-execution, than of a defective execution of a power. 1 Vern. 406. 2 Chan. Ca. 29. 87.

And although a court of equity, as has been shewn, will aid an appointment under a power *defectively* executed in favour of children, against the heir at law for the reasons above-mentioned, yet it will not, in such case, relieve grand-children; and cases may arise where even children will not be aided by the court; as, in cases wherein giving aid to the younger children will occasion a disinherison to the eldest; for, one principle, upon which the court interferences in favour of younger children against the heir, seems to be, that both parties claim under the same instrument, out of the same ownership, and under like considerations, namely, as creditors by virtue of the moral debt which equity raises from the parent to the child; which debt extends as well to the younger, as to the elder child. If, *therefore*, it appears to be the intention of the parent to pay that debt, by a just distribution of his property between the elder and younger branches of his family, and his property be sufficient to answer both purposes, a court of equity will aid a defective execution of that intention; to effect which, it considers the parent as having been absolute owner, and that, under that ownership, he might have disposed of the property as he pleased; that he therefore, would *not* have suffered the heir to take the interest limited to him, but under an idea that the younger children would likewise take the interest limited to them; it therefore restrains the elder, (in such case) claiming by the same title as the younger children, from disputing their title; considering for this purpose, the instrument that creates the power, and the instrument by which it is executed as one and the same. But, if the consequence of providing for the younger children will be, leaving the elder destitute, and that what will be equity to the one will be inequity to the other, because that, if the debt to younger children be paid, the debt to the elder must go unpaid, so that either way one must suffer; in such case one party having no better title to the aid of the court, than the other party has, both being children; the court does in that case, what it does in every other case of equality of claim, namely, leaves things as it finds them. Both these points were considered and settled in the case of *Townsend v. Kettle*. 1 Salk. 187. There, one devised a copyhold to his grandson; and *Sommers*, Lord Chancellor, decreed that the will was good, and that equity ought to supply a surrender in this case, as well as in the case of a son; for that a grandson was a son and the grandfather was bound to provide for him: but the House of Lords reversed this decree, and held, that equity ought not to supply such a defect in disfavour of the heir at law, unless it were in favour of a son or a daughter; and not *then* neither, if it were to disinherit the eldest son.

If an estate be conveyed to trustees, subjected to a power in favour of children; and, afterwards, *cestui que trust* conveys his equitable interest on mortgage for a valuable consideration. If the mortgagees apply

apply to equity to have a conveyance of the *legal* estate, it will only be decreed subject to the power: for, the title of either party being imperfect at law, and each having only an equitable claim, the title under the power, being prior in time, will be *strongest* in equity.

1 Chan. Ca. 89.

The next ground of relief in equity, in favour of appointments or executions under powers defectively executed, "*is that of fraud*" as where a party *interested* prevents a strict performance of circumstances, required in the execution of a power, from immoral motives. In such case, if he that hath the power do an act that *plainly* evinces his intent to execute his power, that act will in equity, be a good execution of it. 3 Chan. Ca. 67. Ibid. 84. 109. 122. Dyer 354. Gay 254.

Under this head of fraud, we may likewise include "*surprize*," which the civilians define thus, "*surreptio est cum per falsam rei narrationem aliquod extorquetur*," when a man will, by deceit or false suggestions, prevail upon another to do *that*, which *otherwise* he would not have done: as where a man was informed by his kinsman that his son was dead, in order to get the father to settle his estate upon himself. In such case there is no doubt but equity would set such a settlement aside. But surprize does not, in such case, mean merely something done *secretly* or *happening unawares*, or done without precaution and deliberation. 3 Chan. Ca. 74. 89.

But fraud and circumvention are not things to be presumed, but must be clearly proved, or they will not be regarded in a court of equity. 3 Chan. Ca. 74. 114.

A court of equity will likewise aid a power defectively executed by *reason of accident*; as, where, from the local situation of the party, who is to execute a power, he is disabled from, and has not the means of, executing the power with the circumstances expressly required to attend the execution thereof. Thus, if a man were to purchase and settle lands in *Dale* of a certain value, and *no lands being to be had there*, he purchased in *Sale*, this would be good in equity; so if a man were to do an act in a remote place, and *fell sick* or *was disabled* that he could not get thither, there, a court of equity might interpose: but, in such case, all that *could* be done in execution of the power *formally*, must appear to have been done. 2 Freem. 193. 3 Chan. Ca. 68. 89. 90. 126.

But, the intervention of death between a man's *resolving to execute* a power and *actually executing* it, is not, of itself, even in cases where the act is of such a nature as a man is under an obligation to perform, a ground for the interposition of a court of equity in favour of the person intended to have been benefited by the donee thereof, although some steps be taken towards compleating such intent; for, although, in cases of provision for younger children or the like, a solemn act done by the parent, the nature of which the court will judge of, may, though ineffectual in itself, reasonably be aided in a court of equity, and such defective executions have been frequently aided; yet no determination has yet gone so far as to say that, where a man is only preparing to do an act, and he may or may not do it, these preparatory steps amount to such an execution of his power, as a court of equity will carry into effect. The case of *Smith v. Ashton*, Finch. Rep. 273. 1 Chan. Ca. 263. 265. 1 Freem. 308. 3 Keb. 551. 3 Chan. Ca. 69. hath sometimes

sometime been cited as warranting a conclusion contrary to that which I have last mentioned, and is cited to that purpose particularly by Mr. justice *P. well* in the case of *Bath and Montague*. But, in stating that case, he omitted a most material circumstance, which goes to shew, that it cannot be considered as warranting that doctrine. And then, as the opinion of that learned judge, on that case, must be taken not as an original opinion, but relative only to, and founded upon, a case as cited by him, it cannot be carried further than that case warrants.

In that case, *A.*, seised in fee, settled lands in *Yorkshire* upon himself for life, and afterwards to the use of his wife for life, remainder to his heirs of his body, &c. in tail, remainder to his own right heirs. Provided that he might, by any writing under his hand and seal, charge the premises with the payment of such sums of money out of the said lands as he should appoint, so as the whole exceeded not 500*l.*; *A.* was also seised in fee of other lands in *Cheshire* of the yearly value of 60*l.* expectant upon the death of his mother. *A.* having an elder son and five daughters, viz. four daughters who were the plaintiffs, and one who died, and intending to make a provision for them by deed out of the premises before-mentioned, *C.* in the year 1665, prepared notes in writing, which *A.* declared should be the effect of his last will, and which were, as he called them, instruction for his counsel to draw up his will in form; and the better to enable him so to do, he, together with these notes, sent to his counsel the deeds concerning his *Yorkshire* lands, and another deed concerning his *Cheshire* lands; and thereupon his counsel drew a writing and had the same ingrossed, leaving blanks for the names of the trustees; by this writing *A.* granted to these trustees and their heirs the reversion, (after the death of the mother) of the third part of the *Cheshire* estate, to the use of *R.* *A.* his elder son for four years next after her decease, towards payment of his debts as his personal estate should be insufficient to satisfy, with remainder to *R.* *A.* and his heirs; and if he did not pay his daughters portions, then the remainder to him to be void, and then that the trustees should sell the *Cheshire* lands, and, with the money arising from the sale thereof, should pay the daughters portions as far as it would go; and if that should not be sufficient, then he charged the said *R.* *A.* and his heirs males with the payment of the residue out of his *Yorkshire* lands, so as the same did not exceed 500*l.*, according to the intent and meaning of the said deed.

A. died before this instrument was methodically drawn into a will; in reason of the blanks left for trustees, and before he had executed the same.

Then *R.* *A.*, the son married, and, upon his marriage, and in consideration of 500*l.* his wife's portion, settled the *Yorkshire* estates without notice of these instructions upon his wife, with an intail to their heirs male of that marriage, and died. A bill was then exhibited by the daughters of *A.* against the wife and infant heir of *R.* *A.* for their portions.

It was contended on the part of the wife and infant son of *R.* *A.* that they were in the nature of purchasers without notice, and, therefore, that these notes ought not to affect them; and that they being voluntary, and amounting neither to a will or a deed, (there being no trustees named and the paper not executed,) these defects ought not to

applied in equity against an infant, especially as the *Cheshire* lands were the only support and maintenance of the infant.

On the other side it was argued, that, by these instructions, the lands were charged in equity with the said portions; and that, the trust should ought to stand and be supported by the court; and that, the heir of *R. A.*, on whom the lands had descended, ought to stand seised thereof, and take the same charged with the payment of the portions to the sisters; and that, although *A.* died before the writing was signed and sealed, yet that ought not to turn to the prejudice of the plaintiffs, he being prevented by sudden death from executing the same; and that *A.* being dead, the plaintiff ought to have her proportion.

Hereupon a direction was given for a trial at law upon an issue, whether these notes were part of the last will of *R. A.* and thereupon a verdict was given for them as a will; and then the chancellor after some time to advise, decreed the *Cheshire* lands to be sold for payment of the portions, and immediate possession thereof to be given the younger children, and the infant to be charged on this account out of the *Yorkshire* lands so far as 500*l.* if the *Cheshire* lands, upon sale, should prove insufficient.

Now it is observable that Mr. Justice Powell, in citing this case in *Barb v. Montague*, 3 Chan. Ca. 106. was not aware, or, at least, did not take notice of the most material circumstance in the case, namely, the verdict in favour of the notes, as a will; for, if the court had thought itself warranted, in that case, to have aided the execution of that power, by reason of the death of the power in-vesting, and to have considered the notes *qua notes merely*, under the circumstances of that case, as an execution of the power, there was no occasion to have directed an issue. It is therefore clear from the case that the court did not think the accident of the father's death before he had compleated his intent towards the younger children, a sufficient foundation for relief: it therefore directed a trial to ascertain whether these notes were a will, and it being found that they were, the question then was reduced to this, whether the court could relieve the younger children, in respect that the will wanted circumstances which were required by the power to attend the execution of it? which, as between the younger children and the heir, it certainly could do; the case being, by the verdict, a case of a defective execution only.

But the case went still a point further, and, in so doing, appears to me to have decided totally contrary to principle and precedent. For the contest there was not between the younger children and the heir at law, in comparison with whom, they had this in their favour, that though both were children, yet the younger were children unprovided for; which, if there is enough to provide for both elder and younger, is a good ground of relief in equity; but was with the wife and children of the heir of the owner of the power, who were purchasers of the heir for a valuable and good consideration, and who, therefore, according to the decision in *Elliott v. Hele*, 1 Vern. 406. were indisputably intitled to hold the estate under the original settlement by the deed as purchasers for a valuable consideration, notwithstanding such defective execution of the power in favour of children by the will.

It was held by lord Hale, (on observing upon the case of *Ingram and Parker*,) contrary to the opinion of the three judges who decided it, that a bargain and sale, although it were not enrolled, would be a good execution

execution of a power within the reasoning in *Clere's* case ; namely, an act of the donee of the power, which could not have any operation, *unless* it could take effect as an execution of the power, & cause, the deed of bargain and sale, *without enrollment*, would be void, unless it could take effect as an appointment by virtue of the power. 3 Keb. 511. 358. 1 Vent. 290. Vid. Reason Supra.

It is observable, upon this opinion of *Hale*, on the case of *Ingram* and *Parker*, that it may be supported without at all infringing upon the principle of those cases in which it hath been held that where a power is limited to be executed by a devise, a devise made in execution of it, will not be *valid*, unless it have all circumstances necessary to convey the same species of property, where it is not to operate in execution of a power : for, where a power is limited to be executed by a devise *generally*, the law implies *from thence* that the creator of the power required all circumstances necessary to a valid devise of that which is the subject on which the power is to operate, to attend the execution of such a power, as pointedly, as if he had expressly delineated each circumstance essential to a valid will in the limitation of the power. And a similar argument would have applied in the case of *Ingram* and *Parker*, had the power there been expressly limited to have been executed by bargain and sale ; because in such case, an implication would necessarily have arisen, that the donor of the power meant that *enrollment* should be one circumstance attending the execution of it ; for, as he required it to be executed by bargain and sale, it must from thence have been inferred that every thing necessary to the constitution of that species of conveyance was meant by the creator of the power to be pursued in the execution of it. But, in the case of *Ingram* and *Parker*, as it occurred, the question was not, whether it was the intention of the donor that the power should be executed by bargain and sale ; for no provision was made as to the particular species of conveyance by which the power was to be executed ; but, whether the donee of the power intended the instrument to take effect as a bargain and sale, or, as an execution of the power ; and it was perfectly clear that he intended to execute the power, if that were so, then, the question would be, whether he had complied with the circumstances required by the donor ? for, if he had, there could be no doubt but that his act ought to be supported, if it could so be, consistent with the rules of law : because, in consideration of the law, his act, if attended with the forms required by the power, was as the act of the donor of the power taking effect out of his own right. Then the case fell exactly within the principle of *Scrope's* case, viz. it was clearly intended by the donee of the power to be an effectual conveyance ; it could not operate as such, as a bargain and sale for want of enrollment, then it must be considered either merely a deed made in execution of the power, or as a void instrument ; but, *ut res magis valeat quam pereat*, it ought to be considered as intended by the donee to take effect under the power, and not as a bargain and sale ; in which latter view it would be void for want of enrollment.

A power of appointment includes in itself a right to appoint either absolutely, or with a power of revocation, although no express power

Revocation be reserved in the deed creating the power of appointment. *Cooper 651.*

Powers of appointment may be executed at *different* times, over *different* parts of the estates subjected thereto. As where *A.*, in 1707, devised lands to trustees, and declared the trust in strict settlement to his sons, *B.* and *C.* successively; with power for the persons in possession, from *time to time*, by deed or deeds, to limit and appoint and for, any wife or wives, an estate for life of all, or any part of the said lands, which, altogether, were of the annual value of *£1000*. In 1712, *A.* married, and by settlement appointed *98/100* of the said lands to trustees and their heirs, in trust for *E.* his then wife, for her life, and in lieu of her jointure, with proviso, that if *E.* should not, within three months after widowhood, release her dower, the settlement should be void; and a covenant, that the children and persons entitled, should quietly enjoy according to the limitations of the devise. In 1738, *A.*, by another deed, released this condition by giving up her dower, and 1751, he, by another deed, reciting the former, and that he had since received *600/100* additional fortune, appointed, in the same form, all the rest of the land in trust for her during her life from and after his decease for increase of her jointure. If no sons issue male, and the remainder came to *D.*, son of *C.*, who brought this action of ejectment. One question was, whether this settlement jointure in 1751, was a good execution of the power? It was decided, on the part of the plaintiff, that the power was completely executed in 1712; for, the intent was to enable *James* to make a settlement from time to time, on his wife or wives as often as he should marry. And he had completely *exhausted* it with respect to this wife by the first deed; which had no express reservation, nor intended any. *Per curiam*, in the natural construction of this power, there was nothing to bound it, but the will and discretion of the husband. As to a trust estate, there was no occasion to express, that any settlement made by virtue of this power, should be *in bar* of the woman's dower. The will was drawn, as if intended that the power should be executed at *different* times; "*by deed or deeds, from time to time.*" It had been held, that this was made to take in the case of *subsequent* marriages. The words, "*wife or wives,*" would alone have been sufficient to support that. For, common sense would shew, that one wife might be dead, before there could be any new appointment to another. The former words were therefore nugatory, unless *thus* interpreted. The intention then was clear; namely, that it was originally intended to be executed at *different* times, even upon the same woman. The question was, whether it might be so executed within the rules of law? *Digger's* case was in point, that a person who had such a power of revocation might revoke part at one time and part at another, but not the same part twice unless he reserved a new power of revocation. The power, in the present case, related to *all* and *every* part of the estate, by the express terms of the proviso. It could not, therefore, be necessary to be all done *uno flatu*; but might be executed at *different* times: and it was highly reasonable, that it should be so. There might be many cogent reasons to render it convenient: as children, being more or less numerous; a wife's additional fortune; or her good behaviour and merit; or many other circumstances of a family. And that was such a power, but a mode of conveyance, putting the tenant for

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for life into the same condition as if he was tenant in fee, *quoad hoc*; therefore the court held, that it might be executed at different times. *Black. Rep.* 281. *2 Burr.* 1136.

So it was said, by the court in *Bovey and Smith v. Vern.* 85. that where a man has a power of appointing a fee, he may execute it at several times, and appoint an estate for life at one time, and the fee at another time. *Sed vid. infra.*

In questions upon the execution of powers, courts of equity will, if the power be exceeded, correct the excess, and uphold the execution thereof, so far as the power warrants. *2 Atk.* 88.

Excesses in the execution of powers, may arise either in respect to the thing subjected to the power, or to the extent of the estate to be created by the power, or to the quality and property of such estate, or to the persons in whose favor the power is to be executed.

First, In respect of the subject on which the power is to operate. As, if it be executed to the extent of that and further: as if one, having power by one intire instrument to grant leases of his estates, grant several leases of estates, some of which are of premises not within his power. These will be considered as several leases, though all are contained in the same instrument. *2 Vez.* 645.

So, if the subject upon which the power is to operate, consist of things of distinct natures, and the power require to be executed by different modes of conveyance, though the power be executed in one mode for all, the execution will nevertheless be valid for that part of the subject as to which the mode of execution pursued is proper.

Thus it was held, in the case of *Duff v. Dalzell*, where the power extended over both real and personal estate, and was executed by a will to which there was only two witnesses, that this was sufficient to pass the personal estate, it being a good execution of the power as to that. *Brown Chan. Rep.* 147.

Secondly, in respect of the nature of the estate or interest to be created by the power. As, if an estate be raised more durable in point of time than the power is limited to extend to. Thus, where a power is, to lease for ten years only, and the donee thereof make a lease for twenty years, that shall be good in equity, for the ten years, and bad for the residue. *Nels. Rep.* 87. *2 Vez.* 641.

Thirdly, In respect of the quality of the estate given. As, where the power warrants the disposing of an absolute estate, and the donee of the power gives a qualified one. In such case, the qualification will be void, and the estate will be absolute. As if a father, having power to appoint money or an estate to his children, qualifies his appointment by annexing a condition thereto, that they should release a debt owing to them, or pay money over; the appointment will be absolute, and the condition void. *2 Vez.* 644.

Fourthly, In respect of the persons in whose favor the power is to be executed. Thus, where *James Alexander* devised a sum of 6000*l.* to trustees, upon trust to pay the interest and produce to his wife for life, and gave unto his wife, "the absolute disposal of the same sum unto
" and among such CHILDREN begotten between them, and in such
" proportion, as she should by last will and testament, or other deed
" or deeds, writing or writings, to be executed by her in her life-time,
" attested, &c. direct, limit, and appoint," and directed the trustees to pay the same, according to her will and appointment; and, for want

sum of such will or appointment, he directed, that the said sum should
 fall into and go in the same manner, as the residue of his personal
 estate: the mother, there being *then* five of the children living, made
 her will, and therein recited her power, and, in pursuance thereof,
 gave to her daughter *Anne*, 1000*l.* to be paid out of the sum of
 6000*l.* which she computed to be what remained of the sum of 6000*l.*
 after deducting what she had before paid to some of her children: and,
 as to the remaining produce, after payment of the said 1000*l.* she
 directed thereof to her daughter *Mary* and son *James*, for their own re-
 spective use, each one full fourth part thereof, (the whole into four
 parts equally to be divided,) and to the said *Mary* and *James* also
 the other remaining two fourth parts; but, as to these last two fourth
 parts, upon the trust following, *viz.* as to one of the same, to place out
 the same on securities, during the life of their sister, her daughter *Cathe-
 rine*, wife of *Thomas Clipperton*, and to pay the interest thereof unto
 that person or persons, and for such purposes as she should from
 time to time direct, &c. and upon trust, at her decease, to pay and ap-
 ply the principal of such fourth part to such child or children, if any, as
 should happen to have living at her decease, in such manner as she
 should by writing under her hand in nature of a will or otherwise ap-
 point; and for want of such appointment, to such child, if but one, if
 more, to them equally; in default of such child or children, the princi-
 pal of such fourth part, if she survived her husband, to be wholly paid
 for her only use and benefit. But if she died in his life, the said
 principal, at her decease, to go to the said *James* and *Mary*, yet for
 their own respective benefit only, as for one third part thereof to each
 of them; and, as to the other third part thereof, and also the other of
 the remaining two fourth parts, whereof no disposition was therein
 made, upon trust to pay and apply the principal and interest thereof,
 any part thereof, either from time to time, weekly, or otherwise, in
 such manner, as said *Mary* and *James*, their administrators, or assigns
 should, in their discretion, think most beneficial for the personal support
 and maintenance of their brother, her son *Francis*, and his wife and
 children, but not for the payment of his debts. It was held, that the
 provision to *Catherine* for life, in the fourth part, was undoubtedly good,
 though the provision for the children of *Catherine* (this being in nature
 of a power) was not a good appointment, because a power to appoint to
 grand children would, in no case, warrant an appointment to grand children.
 640. *Cooper* 651. *Brown Rep. Chan.* 1786. 22.
 But, courts of law did not shew that favorable disposition to support
 the execution of powers, which pervaded courts of equity, without some
 necessity, and not until long after the introduction of them into courts
 of law in consequence of the statute of uses; for Lord *Hales*, and the
 court of King's Bench, in arguing on the case of *Jenkins v. Keymis*, 1
 Wils. 150. held, that the mortgage in that case being for 2000*l.* and in-
 terest, and stipulated to remain for nine years, and the power being only
 to charge the hereditaments there in question with 2000*l.* it could not be
 made a good execution of the power; for, by that means, he might
 charge all the estates subject to the power with a great sum of money.
 This would defeat all the settlement; and that the power was entire, and
 was the execution, and that, therefore, it could not be made good for
 part and void for the residue at law. But *Hales* said, that perhaps there
 might be good ground in equity, to aid the execution as to the 2000*l.*
 And,

And, in like manner, we find that the judges, in the case of *Peters and Marsham, Fitzgib. 156.* which came on, *Mich. 4 Geo. 2.* were extremely put to it, to get over a difficulty of this kind, which arose in that case. There *I. S.* seised of lands in fee, and likewise of other lands, devised all his said lands to his eldest son for his life; and, then devised such part of the said lands, as his said son should appoint, to such wife as the said son should marry, *for her life*, for the jointure of such wife, with contingent remainders to the first and every other son, with remainders over. The testator died. The eldest son, on his marriage with the plaintiff, conveyed the lands in question to trustees and their heirs, in trust to permit him to receive the profits during his life, and, after his death, to the use of the plaintiff, his intended wife for her life, and, after her death, *to the use of the heirs male of her body.* The marriage took effect, and then the plaintiff's husband being dead, she brought this action *for the lands* limited to her by the *aforesaid* conveyance, which had no other execution but sealing and delivery. On a case made thereupon, by Mr. Justice *Fortescue*, for the opinion of the court, it was argued against the plaintiff's title, that, though this conveyance was not executed by livery, inrollment, or otherwise, yet it should enure as a covenant to stand seised, there being a sufficient consideration to raise an use that way; and then the plaintiff's estate *being greater than the power warranted*, would be void. But, on the part of the wife, it was contended, that this conveyance could not enure as a covenant to stand seised, because the plaintiff's estate was to take effect by way of use out of the estate of the trustees; and, it had been adjudged, *2 Vent. 318.* that a reversion being granted to *A.* to the use of *B.* and the grant not being executed by attornment, inrollment, or otherwise, it could not be executed by way of covenant to stand seised to the use of *B.* because the estate intended for *B.*, was appointed to arise out of the reversion granted to *A.*; and, for want of a proper execution of the deed, that conveyance was held void: And, upon that ground, it was said, that the conveyance in the principal case could have no other effect, but as an appointment in pursuance of a will, and then it was void for all above what was warranted by the will: as, if a power were given to make leases for twenty one years, and the person who was to execute such power, made a lease for twenty-one years, and by the same deed, limited a further interest in this manner, namely, "*and from and after the term aforesaid, for one year more,*" the power had been well executed by the first limitation, and the excess been *surplusage not to be regarded*: So, where the plaintiff's husband gave her an estate for life expressly, the appointment was complete, and the remainder limited to the heirs of her body, was idle, and so to be rejected as *not warranted* by the power. And it was insisted, that this conveyance must be made good from the intention of the parties, and the part which was inconsistent with the legal execution of the power should be rejected. But the court distinguished between the case put of the lease for twenty-one years *and one year after*, and the principal case; for, in the principal case, though the limitations were several and distinct, yet they made but one estate: and *Fyre*, Chief Justice, and *Danison*, Justice, took a distinction between a power to limit an estate, and to appoint the land; and they held, that, if this were considered as an execution, it would not be good, as it exceeded the power: but, that the power given to the son was not to limit the estate but to appoint the land; and then he was only to appoint certain

certain in what part of the land she should have her estate, and her estate was settled by the will: so that the question was, whether the marriage deed had not sufficiently specified, *what lands* she should have by the will? and they held, that it *could not* take effect as a conveyance, but that it might as an appointment and designation of the land she should have; and they said that, though it had limited an inferior interest, yet it taking effect as an appointment, she should have an estate for life; for, her estate took effect by the will and not by the deed. But Fortescue doubted whether, if the son had barely appointed the land without limiting any estate, that would have been good. And judgment was given for the plaintiff, the wife.

But courts of law have, in modern times, adopted the same rule of construction of instruments, made in execution of powers, in this respect, as obtains in courts of equity; by correcting the excess, and supporting the execution of the power so far as is warranted thereby.

Thus, where tenant for life of estates situated in Ireland, with full power of making leases for any term not exceeding thirty-one years or three lives, to commence in possession, at the least improved rent that could be had for the same, made a lease "from the date for and during the natural life and lives of three persons and the longest liver of them, or for the term, time and space of thirty-one years, to commence from the date, which should last longest, from thenceforth next ensuing, fully to be complete and ended." On an ejectment brought in the court of exchequer in Ireland, by the heir at law and remainder-man, and a special verdict returned thereon, the question was, whether this lease was good within the terms of the power? and on argument, before the barons, it was adjudged so to be; which judgment was confirmed on writ of error in the exchequer-chamber there, before the Lord Chancellor of Ireland, assisted by Lord Anna's chief justice of the court of King's Bench, the constituent members of that court. But Lord Annaly having, after long deliberation, fully delivered his opinion for reversing the judgment, a writ of error was brought in parliament: and, on the hearing, it was argued on the part of the remainder-man, that the lease was bad, for that it was in manifest opposition to the power; because, instead of being a lease for one or the other of the terms expressly, as the power directed, it was a lease for the one or the other, as chance should direct: and, that he, being a purchaser for the most valuable of considerations, had a clear right to exact a strict performance of the condition annexed to his father's power of leasing. But it was contended on the other side that, in cases of this kind, all a remainder-man could reasonably expect was, that an estate, when it came to him, should not be charged beyond what was the intention of the settler to allow those who stood before him to charge it. That, it would not be so by the lease in question, if it were construed as a good lease for three lives and no longer. That, courts of law, who, in modern times had adopted the same rules of construction as obtained in courts of equity, in the construction of powers and of the instruments by which they were executed, would, when they had been exceeded, correct the excess, and support the execution so far as it was warranted by the power. That, the lease in question, so far as it was a lease for three lives, was clearly warranted by the power; and this was apparently the primary object of the parties. Besides this, they had a second object in view, which was to secure the estate to the lease for 31 years, in case the lease for lives should determine sooner.

But this, whether it was considered as concurrent or contingent, was *not warranted* by the power. And the lease was adjudged good, and the judgment of the exchequer-chamber in *Ireland* affirmed. 7 *Brown's Par. Ca.* 111.

It has been already observed, that excesses in the execution of powers may be either by the appointment of a larger *interest* in, or *portion* of that which is the subject-matter on which the power operates than is warranted thereby, or by appointment to *persons*, *not objects* of the power, of part of the interest in, or of part of the thing itself, that is the subject of the power, or by annexing qualities and properties, *not required by the power*, to the interest or estate appointed under it; we have likewise seen that, in these cases, the execution is *uniformly* good *as far as* it is warranted by the power, but, the consequences of this doctrine, as to that interest, or part, in which the power is exceeded, will be various, according to the circumstances of the case. Thus, if the appointment exceed in nominating persons to take part of the interest, in, or portion of that which is the subject-matter of the power, to whom the power doth not extend, the appointment, *so far as* their interest therein goes, will be *utterly* void, and the *subject-matter* on which the power was intended to operate go *as if unappointed*.

Thus, if a man has power to appoint 1000*l.* amongst his children, and he appoints 100*l.* amongst the children, and 900*l.* amongst others *who are strangers*, the appointment of the 900*l.* will be *absolutely* void; and it will not be prevented from going over, if limited over for want of appointment, *in like manner* as if *no appointment* had been made. 1 *Vez.* 644. *Cowper* 651.

But, if the appointment under a power exceed, by any *qualification* being added to *the whole* or *a part* of the interest in the estate appointed, which *the power* does *warrant*; in such case, the appointment will *not* be void as to *such part* in which the excess is, but the excess *only* will be void, and the appointment, *as to that part*, as well as to the rest, will be good. As if a father, having power to appoint 900*l.* between his children, having three, give 300*l.* a piece to two of them *absolutely*, and *qualify* his appointment to the third by annexing a condition that he shall release a debt owing to him, or pay money over, &c.; *the appointment* will be *absolute* and the condition *only* void. 1 *Vez.* 644.

And, if a power be to lease for *twenty-one years*, and a lease be made for *forty years*; that will be good for the *twenty-one years*, and void for the remainder. *Ibid.*

The ground and principle of these decisions is, that, where there is a *complete* execution of a power, and something *ex abundanti* added, which is not warranted, *there*, if the excess be distinguishable, so that the court can draw the boundary, the execution will be good, and *only the excess* void: but, where *the boundaries* between the excess and the execution are *not* distinguishable, the execution will be void for the whole.

But, one of the limitations, in the case of *Alexander and Alexander supra*, furnished an exception to the rule above-mentioned, "that where the boundaries between the excess and the complete execution cannot be distinguished, the whole shall be void." The limitation I allude to, is that of *one fourth* part of the 5390*l.* appointed to *James and Mary*, their executors, administrators, and assigns, upon *trust* to pay

and

and apply it in manner, as they, *in their discretion*, should think most beneficial for the support of *their brother Francis, and his wife, and children*. The court being clearly of opinion, that this appointment for the benefit of *Francis, his wife, and children*, was no proper execution as to *Francis*, because the wife and children were to have something, and, *so far as something was designed for them*, it was *bad*; and the *exec's being unascertainable*, there being no possibility to distinguish precisely how much she intended for the mother, and how much for the children, so that the appointment could not be supported, unless some new ground could be found upon which it might be upheld; it became a question, whether, under the particular circumstances of this case, the execution of the power might not be made good in some other way? And it was held by Sir *Thomas Clarke* that it might; for he said, suppose the mother, instead of using the words she had done, had given the portion allotted to *Frances* and her children to be applied in such way, as should be most beneficial for her son, his wife, and children, if they should by law be capable; he should not have doubted, but that, *as the wife and children were not by law capable*, it would have been absolute to *Frances*; the question then was, whether there would be any difference between this case put, and the principal one? It bore an analogy, he said, to what the dispositions of the mother would have been, if she had given it to a son by name, who had never appeared to have had an existence, or had never been capable of taking; if it had been given for these four indefinitely, and three were incapable of taking, the fourth would have had the whole, and must have taken it, as the others were incapable of taking. It fell, therefore, within the reason and case of *Humphries and Taylor*, where a personal estate was given by will to two in jointenancy; one was outlawed; and, therefore, the testatrix made a codicil, whereby she adeemed what was given to one of the two; and the question was, whether the other joint-tenant should take the whole or only a moiety? And the court held, that he was to take what the other did not; for, they were to take the whole between them. The mother in the principal case, never designed that this fourth part should fall into the residue, and it would be extremely hard that it should. Then *Francis would be intitled to the whole of that*, and his Honour decreed accordingly.

We have seen, that, where a limitation of an estate under a power exceeds the extent warranted thereby, the appointment is void as to so much of the limitation as exceeds the power, and can never come in effect; but, it not only is void itself in that extent, but, although it fails to exist for want of persons to take under it, yet it renders void any subsequent limitation grafted thereon, although limited pursuant to the power: for, every instrument is to be construed as taking effect at the moment of execution, and no subsequent event can influence the construction of it, one way or another.

Thus, though the limitation in *Alexander and Alexander*, to the children of *Catherine* was void, as an appointment to grandchildren, yet, it prevented the limitation over, in case of default of children of *Catherine*, and of her death before her brother and sister *James and Mary*, to them, as to part for themselves, and as to part upon trust for *Frances*, &c. from taking effect. And that portion, it was held, would have been disappointed, although *Catherine* had had no children; because, if *Catherine* had left children at the time of her death, it would have been

impossible that *any* limitations over could have taken effect ; for, the children, if *any*, though they could *not* have taken themselves would yet *have prevented* the limitation over. Therefore it was resolved that this fourth fell into the residue, because, *as to this*, it was *no appointment* except *partially* for the life of Catherine. *Supra et vid. Bro. Rep. Chan. 1786. fol. 22.*

And, as the execution of a power will be good, though it *exceed* in some circumstances, if *that* which is authorized *thereby* can be distinguished *from that* which is *not* authorized thereby ; so, the execution of a power will be good, though it limit a less estate in that which is the subject of it, than is warranted by the power.

Thus a lease for *ten* years hath been held good in Chancery upon a power to lease for *twenty-one* years. *3 Keb. 746.*

So, in replevin, where the defendant avowed upon a settlement, with power to R., by deed or last will, to give or devise 200*l.* to any younger child unmarried, or what on marriage should be agreed to be paid, or an annuity out of twenty acres in question, to continue *so long* after the devisor's death as the daughters *portion*, or *what* should be agreed on marriage, or any part thereof, should be *unpaid*, until they received 200*l.* a-piece. Afterwards R. agreed to pay the defendant 150*l.* marriage portion, and an annuity was granted until 150*l.* should be raised. The defendant avowed for a year's arrear. It was contended, on this point of the case, that, this was not good, any more than limiting an estate for *two* lives would be on a power to lease for *three* lives ; but it was answered, that *the grant was* in the *words* of the power ; to which the court agreed, and Jones and Tawysden said it had been held, on the statute of leases, on these words, " otherwise than for three lives or twenty-one years," that a lease for a less period was good. And the principal case was adjudged for the defendant. *3 Keb. 692. 20. 745. 15.*

So, where, upon a marriage settlement, a power was given to every tenant for life, when in possession, to limit hereditaments to any woman he should marry *for her life*, by way of jointure and in bar of dower. The tenant for life made a lease for 99 years *determinable* on the death of his wife ; and it was held, on a special verdict on ejectment in the court of King's Bench, that, however she might be entitled to relief in a court of equity, yet, *at law*, it could never be *said* to be an execution of the power ; for, the *estates* were very *different*, one being a *freehold* and the other a *chattle*, and the freehold in her being a qualification in any after taken husband to be a member of parliament, kill game, &c. But Lord Talbot held the lease to be warranted by the power, saying, that it was not a *defective* but a *blundering execution* : and he decreed the defendant to pay all costs both in law and in equity. *2 Strange 992. 2 Burr. Rep. 1147. 1 Vez. 644.*

An appointment of an interest in land or money, under a power, cannot be made with an exemption from the debts of the appointee. Thus, it was held, in the case of *Alexander and Alexander*, that the limitation, under the power, of part of the fund subject to the power, to *Mary and Jane*, upon trust, to apply the principal and interest thereof, from time to time, weekly or otherwise, as they should think fit, in manner most beneficial for the personal support and maintenance of their brother *Francis*, his wife, and children, *but not for payment of his debts*, so far as it exempted it from debts, was a *bad appointment*.

ment; for, in that restraint, the appointer had exceeded the power *given by law*, because the interest of the fund, when appointed, *must* *trist* to take the fate of *being* Francis's *property*, and, *of consequence*, would be *subject* to be come at as *his creditors* should think fit. *Supra.* 2 *Vez.* 645.

A power given to one person, cannot be by him delegated to another; for, if there be a power to *A.* of *personal* trust and confidence, to exercise *his* judgment and discretion, *A.* cannot say, that *that* trust and confidence shall be exercised *at the discretion of B.*, because it is a maxim that *delegatus non potest delegare*.

Thus, where one, by marriage articles and settlement, had a power of disposing of a reversionary interest in copyhold land, (subject to an estate for life in his wife), among the issue of the marriage, in such share and proportions, as he should think fit; and for want of such appointment by the husband, then the reversionary interest was to go to the right heirs: The power was directed to be executed by deed in his life-time, or, by will at his death. *He by his will*, reciting the power under the articles and settlement, *delegated it* to his wife, that she might, *in such shares and proportions as she should think fit*, dispose of it between his son and daughter, and, for want of such appointment, gave it in equal shares between his two children. *Et per curiam*, this was to be considered as a power of attorney which could be executed *only* by the husband, to *whom* it was *solely* confined, and was *not*, in its nature, transmissible or delegatory to a *third person*: therefore, the intermediate appointment to the wife, under the will, was *absolutely* void: and *the latter part*, where he gave it in equal shares between the two children, was a good appointment within the marriage articles and settlement. 2 *Atk.* 88.

So, in the case of the *Attorney General v. Berryman*, 2 *Vez.* 945: where a personal estate was given to such charitable use as *B.* should appoint; a direction by *B.*, that the *money* should be applied *as his brother* should appoint, was disallowed by the court.

Again, it was held, in the case of *Alexander v. Alexander*, that the *discretionary power* vested in *James and Mary*, as to *that part* of the original fund limited to them, upon trust to apply the same, *at their discretion*, in manner as *they should deem most beneficial* for *Francis*, his wife, and children, was *not* good. *Supra.*

But, if a power be expressly reserved to be executed by one and *his assigns*; in *such* case, an execution by an assignee will be good: and a devisee will be a good assignee within the words of such power. 1 *Vent.* 338.

Thus, where a fine was levied of certain lands to the use of *F.* for life, remainder to *I.* his son and the *heirs male* of his body, remainder to *I.* his executors and assigns for eighty years: and that he and his assigns of the aforesaid term, should have full power and authority to demise, &c. for 21 years or three lives rendering the ancient rent, remainder over in tail. *I.*, the son, devised this term to *I. N.*, and died without issue male; the executors assented to the devise, *I. N.* entered, made his executors, and died. The executors assigned the term to *N.* with power to make leases. The assignee made a lease accordingly: and the question was, whether the power annexed to the term for 80 years, were transferrable with the term to assignees *in law*, namely, the executors? And it was contended, that it was not; for, executors were not within the power

and consequently their assignees were not. And a distinction was taken between interest and a power. And this was said to be power merely collateral to the estate, and that should not run with the land; for, if it did, then the king by forfeiture or outlawry, the assignees of commissioners of bankruptcy, the vendee of the term of a sheriff upon an execution, &c. should execute his power. It was like covenants annexed in leases, which the assignee could not take advantage of till 32 Hen. 8. But the court were all of opinion that the power was well transferred, and had been good if reserved to a stranger; but here it was annexed to an interest, and *not* merely collateral. And it was said, that the extent of the power did not abridge the liberty of him, that had the entire estate to dispose of as he would. And that the assignees in this case, might execute the power, and the court conceived that assignees might include assignees in *law*, as well as fact; but that, however, the tenant for life devising this term, the devisee was an assignee, and the power, in the greatest strictness of acceptation, was *in fieri*, and, consequently, must go to his executors, and, *by the same reason*, to their assignee. Sir T. Jones, 110. 1 Vent. 338. 2 Show. 57.

But it seems, that an executor would not be capable of taking an interest, as assignee in *law*, under a power reserved for securing money or other thing to such person or persons, as the donee should name and appoint the same to be paid to; for, a distinction hath been taken between *cases* where *any thing testamentary* is covenanted to be done to a man and his assigns, and those where an assignee in *deed* is meant to take the benefit of the power to his *own* use. Thus, where P. and S. executors unto H., brought an action of debt against M., upon an obligation of 30*l.* the condition of which was, that M. should pay 20*l.* to such person or persons, unto which H. should, by her last will and testament in writing *name and appoint* the same to be paid. The defendant pleaded that *she* did appoint no person to whom the same should be paid: the plaintiffs replied, that she *made her will* in writing, and *thereby* made them *her executors*. Hereupon the defendant demurred in law. And the opinion of the court was, *clearly*, that the money was *not* payable to the executors; for, though when *any thing testamentary* was covenanted to be done unto a man or his assigns, *that* was to be done to the executors, when there was no actual assignee, as a covenant for delivering of rentals to a man and his assigns, because the word *assignee* was then indifferent both to the assignee in deed and in law, and *then*, when the executor took it, he had it to the use of the testator; yet, *in the principal case*, the words must be understood of an assignee in *deed*, who should take it to his *own* use; for the word "*paying*," carried *property* with it. Hob. 9. Moore 855.

The joining of a stranger in the instrument by which a power is executed, will not affect its validity under the power. Thus, where, on recovery and settlement of an estate on N. for life, remainder to C. in tail, remainder over, a power was reserved to N., by deed in writing to charge all and singular the hereditaments in question, with the payment of 2000*l.* N. and C., after reciting the power, conveyed the estates in mortgage by lease and release, upon condition to be void on payment of the sum borrowed and interest; it was said, and agreed to, by the court, that, *notwithstanding* C. joined in the conveyance, it would

would have been a *good* execution of the power, had there been no other objection to it. 1 *Chan. Ca.* 103.

The usual practice in conveyancing is, to release powers and all further claim to them, whenever they are completely executed or *there is an intention to go any further* in the exercise of them.

A deed of appointment of lands situated in a registered country, made pursuant to a power in an instrument, is within the meaning and intent of the statutes respecting the registering of deeds.

Thus, in *Scraston and Quinsley 2 Vez.* 413. where the plaintiff's bill was founded upon a mortgage deed made in *September 1746*, and praying to be paid 500*l.* advanced by him thereupon and interest, or to have the estate sold and to be paid thereout; the objection thereto was, that the mortgagor had no power to convey to the plaintiff, because he had, before, properly conveyed or appointed the premises for the benefit of others; for that, by deed and fine, this estate had been settled in 1742, to the use of him and his wife, and, afterwards, to such uses as he and she or the survivor by deed or will should appoint, and that his power was, by a deed in 1744, executed by the husband and wife, and appointments made therein for the benefit of the defendants, who, therefore, claimed prior to the plaintiff's mortgage in 1746. It was answered, that the appointment of the uses of that deed and fine could not be set up against the plaintiff, because the premises laid in *Middlesex*, where there was a register act by which this deed of 1744 would be void against the plaintiff as not being registered until 1748: whereas his incumbrance was registered in 1746, immediately after the date.

For the defendants it was argued, that this deed, in 1744, was not of such a nature as was required by the statute to be registered; and it was compared to the case of a devise of a copyhold wanting the formalities in the statute of frauds, which statute had very general words; yet, though such devise had no attestation at all, it would pass, because it passed not by the will, but by the antecedent surrender: which shewed that the court would take into consideration the nature of the instrument, to see whether or not it was within the act of parliament. This was indeed the case of a will, this was a deed or conveyance, but not a deed or conveyance *within* the statute; for, the defendants derived no interest under the deed, but it was a mere power of appointment, and so, like a will of copyhold, was not within the statute of frauds. The defendants therefore, it was contended, would have a prior title.

Sed per curiam. Consider the intent and meaning of the act. This case was clearly within the mischief recited; for, here was a person, 1746, lending out his money on landed security, and what was to defeat him was a deed in 1744, prior to him: he was clearly the very person intended, being, by a secret or pocket deed, to be defeated of the incumbrance he had advanced his money for, and taken care to register. He had used all due diligence required by the statute, and was therefore *prima facie* intitled to the relief pray'd. Next, to consider whether the deed or instrument was of such a nature as to be within the provision of this act. The words were general, "all deeds and conveyances." This was undoubtedly a deed, was executed as such, and operated so as to affect lands, tenements, and hereditaments, because those, claiming under the execution of a power, claim under

under a deed, which as far as it can operate, affects lands, &c. But it had been said, that this deed was not to be considered as a separate conveyance, but only as the execution of a power, and that all the interest arose under the deed of 1742. If that construction was to prevail, there would be an end of the registry and of the act of parliament; for, by this means, a secret deed might be set up to defeat a purchaser who had registered before. This then being a conveyance actually affecting the lands, though in virtue of a preceding power in another deed, was within the intent of the statute, and, in common understanding, such an incumbrance as ought to be registered; otherwise an innocent person, induced to lend his money on landed security, would be defeated. The plaintiff was therefore to be considered as a prior incumbrancer.

P R E C E D E N T S.

First, Concerning the Conveying Freehold and Copyhold Lands, and selling Stocks.

* See the conveyance, Tit. Lease and Release.

*From a Wife to her Trustee, pursuant to a Power reserved in a Settlement, to pay Rents and to * convey Freehold, and surrender Copyhold Lands, to the Use of a Purchaser.*

TO ALL, &c. B. the wife of A. of ——— sends greeting. *Whereas* by indenture, &c. (Recital of deed of limitation to C. in trust for E. for life, then to pay the said B. daughter of the said E. (exclusive of her husband) all the rents, &c. during her life, or to her appointment, &c. and for want thereof to her heirs.) Now know ye, That I the said B. in pursuance of, and according to the direction and appointment of the said limitation of trust, Do by these presents signed and sealed by me in the presence of three credible witnesses, whose names are intended to be indorsed as witnesses on the back of these presents authorize, direct and appoint the said C. his heirs and assigns, to pay, or cause to be paid to D. of ———, his heirs or assigns, All the rents, issues and profits of the said messuage, &c. during my life, and after my decease, in trust for the said D. his heirs and assigns, in pursuance of the before mentioned limitations of trusts; And whereas part of the above mentioned messuage, &c. are freehold, and part of them are copyhold of inheritance held of the Q. manor of ———: Now, for the better assuring, settling and conveying of the said premisses to the said D. his heirs and assigns, to the use of the said D. his heirs and assigns, I the said B. Do hereby further authorize, direct and appoint the said C. his heirs and assigns (according to the power vested in me by the said indenture of the ——— day, &c.) to execute such conveyance of the freehold part of the said messuage, &c. to the said D. his heirs and assigns, to the use of the said D. his heirs and assigns, and to surrender into the

the hands of the lord of the manor such part of the said premises as are copyhold, to the use of the said D. his heirs or assigns, as the counsel of the said D. his heirs or assigns, learned in the law, shall reasonably advise or require.

Of a Moiety of an Estate limited for the Use of younger Children, who being desirous to sell the same, and the Title Deeds being refused to be produced, an Attorney is empowered to file a Bill in Chancery, &c.

THIS INDENTURE QUADRIpartite, &c. *Between W. R.* the elder, of, *Essex* and *A.* his wife, *W. R.* the younger, (eldest son and heir apparent of the said *W. R.* the elder and *A.* his wife,) and *T. G.* of, *Essex* (son and heir of *T. G.* late of, *Essex* deceased, which said *T. G.* deceased was the surviving trustee named and appointed in and by the indenture of settlement herein after recited) of the first part, *J. R.* *K. R.* and *R. R.* (sons of the said *W. R.* the elder and of *A.* his wife) *G. E.* of, *Essex* and *M.* his wife, and *W. W.* of, *Essex* and *A.* his wife (which said *M. E.* and *A. W.* are the two daughters of the said *W. R.* the elder and *A.* his wife) of the second part, *B. C.* of, *Essex* (one of the creditors of the said *W. R.* the elder and *W. R.* the younger) of the third part, *J. P.* of, *Essex* *T. C.* of, *Essex* and *A. B.* of, *Essex* of the fourth part: *Whereas* by indenture *B. C.* purchases bearing date, *Essex* and made, *Essex* *Between* the said *W. C.* the elder and *A.* his wife, of the one part, and *J. G.* late of, *Essex* (since deceased) and the said *T. G.* the father deceased, of the other part, (reciting as therein is recited;) and in pursuance of an agreement therein mentioned, and for making a separate provision for the said *A.* (the wife of the said *W. R.* the elder) and her issue, and for preserving them from want, according to the said agreement, and for other considerations therein mentioned, *They* the said *W. R.* the elder and *A.* his wife, (by and with the consent of the said *T. G.* and *T. G.* the father, testified as therein mentioned,) *Did* direct and appoint that — *All* that the messuages, *Essex* — (the parcel, *short*) should from thenceforth go and be *To and for the several uses*, and subject to the limitations and agreements therein and herein after in part mentioned, limited, expressed and declared, of and concerning the same, (*viz*) *To the use* of the said *T. G.* and *T. G.* (parties thereto) and their heirs, for the life of the said *A. R.* upon the trusts therein and herein after mentioned, *With* remainder to the said *T. G.* and *T. G.* and their heirs, during the life of the said *W. R.* the elder, *Upon* the subsequent trusts therein mentioned; *And* as for and concerning one moiety of all the said premises, from and after the decease of the said *W. R.* the elder and *A.* his wife, *To the use* of the first son of the said *A.* by the said *W. R.* the elder in tail general; *Remainder* to the second, third, fourth, and every other son or sons of the said *A.* by the said *W. R.* the elder successively, in tail general; *Remainder* to all the daughters of the said *A.* by the said *W. R.* the elder, as tenants in common; *And* as for and concerning the other moiety of the said premises, from and after the decease of the said *A.* and *W. R.* her husband, and of the survivor of them, *To the use* of such child and children of the said *A.* by the said *W. R.* the elder, for such estate and in such manner and form as the said *W. R.* the elder and

Recitals, of a settlement for the maintenance of wife and children; Uses therein as to one moiety.

The like was to the other moiety, for younger children, by deed, &c. jointly appointed.

Declaration
to cut and
sell wood and
receive rents.

As to other
younger chil-
dren being
of age.

As to no ap-
pointment
yet made for
them.

Of article for
sale of pre-
misses to Mr.
P.

or to his ap-
pointment.

J. P.'s cove-
nant to pay
purchase-
money, &c.

and *A.* his wife during their joint lives should, by any deed or writing, to be by them sealed and subscribed in the presence of three or more witnesses, limit or appoint; *And in default of such appointment*, or upon the end or determination of such uses and estates, *Then to the use of the daughter or daughters, son and sons of the said W. R. the elder and A. his wife*, (except the heir at law of the said *A.* by the said *W. R.* her husband) in tail general, *With remainder to the said W. R. the elder and his heirs*; *And it is by the said indenture declared*, That the estate limited to the said *T. G.* and *T. G.* and their heirs, during the life of the said *A.* was to be upon trust that the trustees in a husband-like manner should cut and sell the wood and timber on the premises, and take and receive the rents of the said premises, and pay them to the said *A.* for her separate use, without any account or controul from her husband touching the same; *And it is by the said indenture further declared*, That the estate thereby limited to the said trustees and their heirs, during the life of the said *W. R. the elder*, was to be upon trust, That they the said trustees and their heirs, from the death of the said *A.* should permit the said *W. R. the elder* to receive the rents of the said premises, for the maintenance of himself and his children by the said *A.* in such manner as they the said trustees should think fit; and in case of his neglect, then the said trustees were to have power to retain and apply, for such purpose, any sum not exceeding 15*l. per ann.* as by, &c. *And whereas* the said *J. J.* and *R. R.* and *M. E.* and *A. W.* are all the younger children of the said *W. R. the elder* and *A. his wife*, which are now living, and they have all attained their several ages of 21 years; *And whereas* the said *W. R. the elder* and *A. his wife* have not made any appointment of or concerning the aforesaid moiety of the said premises by the said recited indenture, so limited, or intended to be limited unto or for the benefit of their younger children as aforesaid; *And whereas* in and by certain articles of agreement indented, bearing date, &c. and made, &c. between the said *W. R. the elder*, and *A. his wife*, the said *W. R. the younger*, *J. R. K. R. R. R. G. E.* and *M. his wife*, and *W. W.* and *M. his wife*, of the one part, and the said *J. P.* of the other part, *they the said W. R. the elder, W. R. the younger, J. R. K. R. R. R. G. E. and W. W.* (in consideration of 2*l. 2s.* of, &c. to them then paid, and of the further sum of 1267*l. 18s.* as in the said recited articles and agreements herein after is mentioned,) *did for themselves*, and for their respective heirs severally covenant with the said *J. P.* and his heirs, that they the said *W. R. the elder*, and *A. his wife*, *W. R. the younger* *J. R. K. R. R. R. G. E.* and *M. his wife*, and *W. W.* and *A. his wife*, should and would on or before, &c. absolutely convey and assure, by such conveyances, fines or other assurances, as the said *J. P.* or his counsel should advise, free from all incumbrances whatsoever, *All that, &c.* which in and by the said first recited indenture were limited and settled to the several uses herein beforementioned, unto the said *J. P.* and his heirs, or to such other person or persons, and his or their heirs, as the said *J. P.* should nominate and appoint; (*Subject nevertheless*, and it is by the said recited articles agreed between all the parties thereto, that the said *W. R. the elder* and *A. his wife* should hold and enjoy the said messuage, &c. for and during the natural lives of the said *W. R. the elder* and *A. his wife*, and the life of the longer liver of them, at the yearly rent of a pepper-corn): *In consideration whereof*, the said *J. P.* did, for himself and his heirs, covenant with

with the said *W. R.* the elder and *A.* his wife, and all other bargainors therein named, *that* he the said *J. P.* or his heirs, would pay to the said bargainors the said sum 1267*l.* 18*s.* in manner as follows, (*viz.* the sum of 667*l.* 18*s.* part thereof, at the time when they should so convey the said premises to the said *J. P.* and his heirs, or to such other person as he or they should appoint; and the remaining 60*l.* was agreed should be left in the hands of the said *J. P.* and his heirs, and that the whole premises should be a security for payment of the interest, after the rate of 4*l.* per cent. per ann. to the said *W. R.* the elder and *A.* his wife, during their lives and the life of the longer liver of them; and from and after both their deceases, then 300*l.* part thereof, should be paid to the said *W. R.* the younger, his executors, &c. and the other 300*l.* residue thereof, should be paid to the said *J. R. K. R. R. R. E.* and *A. W.* or to their several executors, administrators or assigns, equally share and share alike, as in and by, &c. reference, &c. *And whereas* the name of the said *J. P.* used in the said articles was so used at the nomination of, and *in trust* for the benefit of the said *T. C.* which is by him the said *J. P.* so acknowledged to be testified by his being a party to and executing hereof: *And whereas* since the executing the said articles it has been discovered that the said *W. R.* the elder, and *W. R.* the younger, have both been confined in *A.* goal for several debts on judgment, and otherwise, and that they were both discharged out of custody by virtue of two several orders of the court of sessions held for the county of *B.* in pursuance of a certain act of parliament passed in the year 1729. for relief of insolvent debtors, and that at or in a short time after such their discharge, the clerk of the peace for the said county had executed an assignment of all the estate and effects of him the said *W. R.* the younger (mentioned in a schedule to the said assignment annexed) unto the said *B. C.* and also to *O. P.* in the said recited assignment named, but since deceased, two of the creditors of him the said *W. R.* the younger, for and towards payment to them and the other creditors therein mentioned, of their respective debts therein specified: (*see after the end of this deed what alterations were intended to be made here.*) *And whereas* it hath been since also discovered, that, sometime before the year 1729, the said *W. R.* the elder and *W. R.* the younger, borrowed of *R. S.* the sum of 100*l.* and for securing the payment thereof with interest, they confessed a judgment to him, which is presumed to be entered upon record, and for the better securing payment of the said 100*l.* and interest they the said *W. R.* the elder, and *W. R.* the younger, or one of them, deposited in the hands of the said *R. S.* all the title deeds relating to the said premises, and they have since, upon the credit of such deposit, had from the said *R. S.* several further sums, amounting to 200*l.* more, or thereabout: *And whereas* the said sum of 100*l.* so secured by the said judgment is supposed to be charged upon, and that the same will after the decease of the said *A. R.* affect the moiety of the said premises, so to them the said *W. R.* the elder and *W. R.* the younger, by the said first recited indenture limited as aforesaid; but the said *B. C.* the surviving assignee of the estate and effects of the said *W. R.* the younger, insists that as for the residue of the monies since advanced by the said *R. S.* she shall have no more than a dividend, equal with him and the other creditors, arising by sale of the moiety of them the said *W. R.* the elder and *W. R.* the younger; and the said *R. S.* being lately dead, *E. S.* his widow and sole executrix refuses to accept of

As to Mr. P.'s name being used in trust for Mr. C. As to the father and son being in goal and discharged by the act 1729, and the assignment of their estate to two creditors, in trust, &c.

As to a debt due from them by judgment, and deposit of title deeds, &c.

Supposed to affect the moiety of the premises, &c.

As to title deeds being refused to be produced, and to bring a bill in chancery, &c.

As to the younger childrens desire that premisses may be conveyed, &c. and they, not having money to file a bill, have desired T. C. for to lend 100l. to carry on the suit, &c. and his agreement thereunto as to A. B. being nominated solicitor.

Consideration letter of attorney to carry on the suit.

of such dividend, and peremptorily insists on the whole debts, and will not return the title deeds now in her hands, or produce the same; for which reason it becomes necessary to file a bill in the court of chancery, and thereby oblige her to produce and lodge them in the said court, and to accept of such dividend as aforesaid; and also to the end and purpose that all the said premisses may be sold, and all parties concerned may join in such sale, and the monies arising thereby be paid according to the direction of the said court: *And whereas* all the younger children of the said W. R. the elder and A. his wife are desirous to convey their share and interest in the said premisses, or to settle the same in the hands of trustees for enabling a conveyance thereof, according to the true intent and meaning of the said recited articles, and have been advised to file a bill for that purpose; but not having monies to defray their charges in so doing, and for carrying on a suit for the purposes aforesaid, have requested the said T. C. to advance and lend them the sum of 100l. for so doing, which he the said T. C. hath agreed to do: *And whereas* for security of the repayment thereof with interest, it is agreed that the said premisses shall be settled in such manner as herein after is mentioned: *And whereas* it is agreed by and between all the parties hereto, as are of the first, second and third part, that the said A. B. shall be, and he is by them the said parties nominated to be the solicitor to bring such bill in chancery as aforesaid, and to manage and carry on the said intended suit or cause for the end and purposes aforesaid; and that all costs and charges relating to the same shall be born and paid by them the same parties (except the said T. C. party hereto) according to their respective shares therein: *And whereas* the said T. C. (by and with the consent and direction of all the said younger children of the said W. R. and A. his wife, testified by their being parties and executing hereof) hath, immediately before the executing hereof, paid the said sum of 100l. so by him agreed to be advanced as aforesaid, into the hands of, &c. (a banker) for and towards the purposes aforesaid: *Now these presents witness,* That in consideration of the premises, and for the end, intent and purpose aforesaid, they the said W. R. the elder and A. his wife, and W. R. the younger, J. R. K. R. R. G. E. and M. his wife, and W. W. and A. his wife, and at their request, and by their direction and appointment, testified as aforesaid,) the said T. C. party hereto, *Have and each and every of them both*, and by these presents *do*, and each and every of them *doth* authorize, constitute and appoint, and in their place and stead put and depute the said A. B. his executors, administrators and assigns, their true and lawful attorney and attorneys, irrevocable in their names, or in the name or names of them or one of them, as counsel shall advise, forthwith to exhibit the said bill in the said court of chancery, and to carry on and manage the said intended suit or cause, or any other suit or cause in the said court or elsewhere, and to prosecute the same to effect against the said E. S. and all other persons whatsoever, whom it may concern, *as well* for the obtaining, producing and lodging of all and every the title deeds relating to the said premisses, in the said court of chancery, for the benefit of the purchaser thereof; as that she may be compelled to take her dividend of the monies arising by sale of the moiety of the premisses belonging to them the said W. R. the elder and W. R. the younger, in equality and according to their other creditors shares therein; *and that* as well the same moiety, as also the other moiety of the said premisses, may be forthwith sold and absolutely conveyed to the said T. C. and his heirs, for the price or sum of money

money in the said recited articles mentioned ; *and that* part of the monies arising by sale of the said premisses after the death of the survivor of them the said *W. R.* the elder and *A.* his wife, may be applied and paid to and for the use and benefit of their said younger children, according to their several shares in the said articles mentioned ; *And that* the residue of the monies arising by such sale may be applied and paid as the said court shall direct. *And finally* they the said *W. R.* the elder and *A.* his wife, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, *W. W.* and *A.* his wife, and *T. G.* do and each and every of them *doth* give and grant unto the said *A. B.* his executors and assigns, all their full, whole and absolute power and authority in all and singular the before mentioned premisses, *and do* hereby allow, ratify and confirm all such legal acts and things as he or they do by virtue of these presents : Nevertheless for the purposes aforesaid, *And these presents further witness,* That they the said *W. R.* the elder and *A.* his wife, *In consideration* of the natural love and affection which they have for and bear unto their said five younger children the said *J. R. K. R. R. R. M. E.* and *A. W.* and to the intent to make some provision for their future support and maintenance, and by virtue and in pursuance of the power and authority to them reserved and given in and by the said recited indenture of settlement for that purpose, or of any other power or powers whatsoever any ways vested in or belonging to them the said *W. R.* the elder and *A.* his wife, *They* the said *W. R.* the elder and *A.* his wife, *Have* and each of them *have* limited and appointed, and by this their present deed or writing (*duly* sealed, subscribed and delivered in the presence of the three witnesses whose names are herein indorsed) *do* and each of them *doth* limit and appoint unto them the said *J. R. K. R. R. R. M. E.* and *A.* his wife, all that the aforesaid moiety or half-part of and in all and singular the messuages, &c. in the same indenture of settlement mentioned and comprised, situate, &c. and the reversion, &c. *To have and to hold* the said moiety or undivided half part of and in all and singular the said messuage, &c. from and immediately after the death of them the said *W. R.* the elder and *A.* his wife, unto and to the use of them the said *J. R. K. R. R. R. M. E.* and *A. W.* their heirs and assigns for ever, as tenants in common and not as jointenants, to be equally divided amongst them share and share alike. *And these presents further witness,* That they said *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, (in consideration of the sum of 100*l.* by the said *T. C.* so lent and paid on their account and for the purposes aforesaid, and for better securing payment of the same, and the interest thereof, unto the said *T. C.* his executors, &c. in such manner as herein after is mentioned,) *Do* and each and every of them *Doth* hereby charge and make chargeable the said moiety or half-part of the said messuages, &c. so limited to them as aforesaid, with their appurtenances, together with their part or share of and in all monies arising by sale thereof, to and with the payment of the said sum of 100*l.* unto the said *T. C.* his executors, administrators and assigns ; the same to be paid to him and them within — next after the decease of the survivor of them the said *W. R.* the elder and *A.* his wife, together with interest for the same, from the time of the death of such survivor, until payment of the said 100*l.* after the rate of 5*l.* per cent.

Appointment to the younger children of a moiety of premisses.

The younger children charge the same for payment of the 100*l.* to Mr. C.

And so do the
father and
mother.

Covenant to
levy a fine.

Declaration.

per ann. and in the mean time for securing payment of such interest money unto the said T. C. his executors, administrators and assigns, they the said W. R. the elder and A. his wife, Do and each of them Doth hereby charge and make chargeable and liable, as well the same moiety of and in the said messuages, lands, tenements, hereditaments and premisses with their appurtenances, as also all their and each of their parts and shares of and in every the sum and sums of money so arising by sale of the said premisses or any part thereof, to and with the payment unto the said T. C. his executors, administrators and assigns, of the interest of the said sum of 100*l.* after the rate aforesaid, during the lives of them the said W. R. the elder and A. his wife, and the longer liver of them; the said interest money to be paid half-yearly on *Midsummer-day* and *Christmas-day* by equal portions, clear of all taxes and deductions whatsoever; the first half-yearly payment thereof, to begin and be made on *Midsummer-day* now next ensuing. And these presents further witness, That for the better securing payment of the said sum of 100*l.* and interest unto the said T. C. his executors, administrators and assigns, and for the more effectual conveying and assuring of the said hereby limited moiety of and in the said hereditaments and premisses, to and for the uses, intents and purposes herein before mentioned, limited and expressed of and concerning the same; the said W. R. the elder, for himself, and for the said A. his wife, and for their respective heirs, and the said W. R. the younger, for himself and his heirs, and they the said J. R. K. R. and R. R. for themselves and for their respective heirs, and the said G. E. for himself and the said A. his wife, and for their respective heirs, and the said W. W. for himself and the said A. his wife, and their respective heirs, do and each of them doth severally and not jointly, nor the one for the other, or for the heirs, executors, administrators or acts of the other, but each of them for himself, and his own heirs and his own acts only, covenant, promise and grant, to and with the said — his heirs and assigns by these presents, that they the said W. R. the elder and M. his wife, (*all the same parties*) or their heirs, shall and will on this side or before the end of *Hilary* term, now next ensuing, or as of some other subsequent term, at their joint and equal charge, acknowledge and levy in due form of law, before the justices of his majesty's court of common pleas at *Westminster*, one or more fine or fines *sur consueance*, &c. with proclamations to be thereupon had and made according to the form of the statute in that behalf made and provided, unto the said — and his heirs, of the said moiety or undivided half-part of and in the said messuages, lands, tenements, hereditaments and premisses with their appurtenances, by such apt and convenient name or names, number of messuages and acres, quantities and qualities of land and other descriptions therein to be contained, as shall be advised and thought fit and requisite to ascertain and comprise the same; Which said fine or fines so as aforesaid, or in any other manner, or at any other time to be had and levied, when the same shall be levied and perfected accordingly, and also these presents and all and every other fine and fines, conveyances and assurances in the law whatsoever, already had, made, levied or executed, or hereafter to be had, made, levied or executed, by or between the said parties to these presents, or any of them, or any others, of or concerning the said hereby limited hereditaments and premisses, shall be and enure, and shall be adjudged, deemed, construed and taken to be and enure, and is and are hereby

hereby declared shall be and enure *To (such and such uses)* And each of them the said *W. R. the elder, W. R. the younger, J. R. K. R. R. G. E. and W. W.* for themselves, &c. do hereby covenant, &c. to and with the said *T. C.* his executors, &c. by these presents, that they the said *W. R. the elder and A. his wife, W. R. the younger, J. R. K. R. R. R. G. E. and M. his wife, and W. W. and A. his wife,* or any of them, have not, &c. any act, &c. (*See Tit Covenants*) shall or will at any time hereafter do, &c. whereby or by means whereof the herein before limited premisses, or any part thereof, are, or is, or shall, or may be any wise impeached, charged or incumbered in any manner howsoever; Nor shall or will at any time hereafter, without the consent of him the said *T. C.* his executors, &c. first had in writing for that purpose, revoke or make void the above mentioned letter of attorney, or any power or authority thereby given; nor shall or will release, discharge, disavow or dissent from, or do any other act, matter or thing whatsoever, whereby to hinder, prevent or stop any proceedings whatsoever, which shall be commenced and brought in the said court of chancery, or otherwise for the producing the said title deeds, or for sale of the said hereby limited moiety of the said premisses, for the intents and purposes aforesaid, (without such consent as aforesaid;) But shall and will (upon request of the said *T. C.* his, &c.) make, do and execute all and every such farther and other lawful and reasonable acts and things in the law whatsoever, as well for the collecting and strengthening of these presents, as also for the further and better conveying, assuring and confirming of the said hereby limited moiety of and in the said premisses, to, for, and upon the several uses, intents and purposes herein before mentioned, limited and expressed, of and concerning the same, as by the said *T. C.* his, &c. shall on that behalf be reasonably advised or required. *In Witness, &c.*

Covenant that no act is, or will be done to incumber the premisses.

Nor to revoke the said letter of attorney. Nor stop proceedings.

But shall do any further act to confirm this deed.

*Special Recitals intended to be inserted in the foregoing Deed at this Mark.**

W. R. innholder's share.

— By virtue of which assignment, all his the said *W. R. the younger's* part and share of and in the said messuages, &c. and of and in all the monies arising by sale thereof, is now absolutely vested in the said *B. C. in trust* for himself and all the other creditors of the said *W. R. the younger* for payment of his debts, so far as the same will extend to pay and satisfy. And whereas the said *J. R. K. R. R. R. M. E. and A. W.* (the five younger children of the said *W. R. the elder*, and *A. his wife*,) together with the said *G. E. and W. W.* the husbands of the said *M. E. and A. W.* are willing and desirous to join in sale of the said messuages, &c. comprised in the said recited articles, and that the same may forthwith be absolutely conveyed to the said *T. C.* or to such other person or persons who will purchase the same, (in case of his the said *T. C.*'s not thinking fit to proceed therein,) And that the monies arising by sale thereof, may be applied and paid as mentioned in and according to the true intent of the said recited articles; But the same at present cannot be fully compleated and performed, in regard that the said *W. R. the elder's* part or share of and in the said premisses by virtue of the aforesaid act of parliament is now subject and liable to the payments of his debts, and by reason that no assignment thereof

The younger children willing to join in the sale to *T. C.*

and that the money be applied according to the articles, but that *W. R. the elder's* share of the premisses by act of parliament is liable to the payment of the said debts, &c.

One of the children dangerously ill.

thereof can be made without an order of sessions for the said county of *B.* which will not be held till immediately after *Easter* next: *And whereas* the said *M. E.* one of the said younger children being now dangerously ill, and in case of her death before the performance of the intention of the said articles, new difficulties may arise and a delay be made whereby to hinder a present sale of the said premises; *Therefore* to prevent and avoid such delay, and any new difficulties that may arise touching the sale of the said premises, and for the expediting and furthering and enabling a speedy sale thereof to the said *T. C.* or to such other person or persons who will purchase the same; they the said *W. R.* the elder and *A.* his wife, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, and also the said *T. G.* (party hereto,) at their special instance and request, testified by their being parties to and executing of these presents, have agreed to levy a fine of the said messuages, &c. and premises unto them the said *J. P.* and *C. S.* to the end the same may be absolutely sold as soon as can be; *And* that the monies arising by such sale shall be applied and paid to and for the several uses, intents and purposes, and subject in such manner as herein after is mentioned, expressed and declared of and concerning the same: *Now this Indenture witnesseth*, That in pursuance and performance of the said recited agreement, &c.

From a wife to her Trustees to sell South-Sea Stock.

Recital of settlement before marriage, whereby it is declared that South Sea stock should be transferred to trustees for the wife's separate use, with a power for her to make an appointment thereof.

TO ALL persons to whom, &c. *E. B.* wife of *G. B.* of, &c. (late *E. C.* of, &c. spinster,) sendeth greeting. *Whereas* by indenture tripartite, bearing date, &c. made, &c. between the said *E. B.* by her then name and addition of *E. C.* of &c. spinster,) of the first part, the said *G. B.* of the second part, and *W. B.* and *J. A. P.* of the third part, (made previous and in order to the marriage of the said *G. B.* with the said *E.* his wife) *It was declared and agreed* by and between all the said parties to the said indenture, that the said *W. B.* and *J. A. P.* their executors, administrators and assigns, (amongst other things) should stand possessed of 200*l.* capital stock of the governor and company of merchants of *Great Britain*, trading to the *South-Seas* and other parts of *America*, (therein mentioned to have been on the day of the date of the said indenture, transferred to the said *W. B.* and *J. A. P.* by the said *E. B.*) and all dividends, interest, and profits thereof; *In trust* for the sole and separate use and benefit of the said *E. B.* free from the controul, intermeddling debts, contracts and engagements of the said *G. B.* (notwithstanding the then intended coverture,) and should from time to time pay to or permit the said *E. B.* during her lifetime, to enjoy, sell, give away, spend or any ways to dispose of the same, and all and every or any part of the said 200*l.* *South-Sea* stock, or of the dividends, profits or produce of the same, in like manner to all intents and purposes (notwithstanding the said then intended coverture,) as the said *E. B.* might or could have done in case she had continued sole and unmarried, and freed and excepted from the controul, intermeddling, debts, contracts and engagements of the said *G. B.* and after the death of the said *E. B.* *In trust* to transfer the same, or so much thereof as should remain undisposed of by the said *E. B.* in her lifetime, to such

such person or persons, and in such proportions as she the said *E. B.* alone, by her last will and testament, or any other writing or writings under her hand and seal and properly attested, should direct or appoint; and in default of such appointment, to the executors or administrators of the said *E. B.* *Now know ye*, That the said *E. B.* by virtue and in pursuance of the aforesaid powers, authorities and limitations in the Appoint-
herein before in part recited indenture contained, and in pursuance of ment.
all and every or any other powers or authorities in her now being, *hath*,
and by these presents *doth* order, direct and appoint the said *W. B.* and
J. A. P. as soon as conveniently may be, at the market price, to sell
and dispose of the said 200*l.* *South-Sea* stock standing in their names as
aforesaid, and the monies arising by such sale, together with the divi-
dends or profits accrued thereon, (after deducting the costs and char-
ges of such sale,) to pay to her the said *E. B.* to her sole and separate
use, according to the limitations, trusts, true intent and meaning of the
said herein before in part recited indenture, and upon * receipt thereof
by her the said *E. B.* they the said *W. B.* and *J. A. P.* their execu-
tors and administrators, shall and will be absolutely freed and discharg-
ed of and from the said 200*l.* *South-Sea* stock, and every part there-
of, and all dividends and profits thereof, and of every part thereof. *In*
witness, &c.

* See the Form of her Receipt Tit. Receipts.

*By a Widow to a Purchaser, (subject to the Payment of 100*l.*) and the Con-
firmation of her Trustees.*

THIS INDENTURE TRIPARTITE made, &c. Between *M.*
B. of, &c. widow and relict of *J. B.* late of, &c. yeoman, de-
ceased, of the first part, *W. W.* of, &c. *K. B.* of, &c. yeoman of the
second part, and *A. B.* of, &c. of the third part. *Whereas* by inden-
ture tripartite, bearing date, &c. and made between the said *J. B.* and *M.* his wife, (one of the two surviving sisters and co-heirs of *J. G. ju-
nior*, late of, &c. deceased, who was the only son and heir of *J. G. ju-
nior*,) of the first part, *G. B.* of, &c. and *J.* his wife, (the other sur-
viving sister and co-heir of the said *J. G. junior*,) of the second part,
and the said *W. W.* and *K. B.* of the third part, It is witnessed, That
as well for the conveying, settling and assuring the freehold lands, &c.
therein after mentioned, to and for the several uses, intents and purposes
therein and herein after mentioned and expressed, and by virtue of a
fine sur consuance, &c. in the said indenture covenanted to be by them
the said *J. B.* and *M.* his wife, and *G. B.* and *J.* his wife, unto them
the said *W. W.* and *K. B.* and their heirs, or to the heirs of one of
them, and since duly levied accordingly, All those, &c. (except, &c.
out of the indenture now recited, such and so much of the lands and
tenements before mentioned as were held by copy or court-roll, it being
intended that such copyhold lands and tenements should not pass by the
said present indenture, but by such customary assurances as therein after
mentioned,) and the reversion, &c. *Were* by them the said *J. B.* and
M. his wife, and *G. B.* and *J.* his wife, conveyed to the several uses, ed,
intents and purposes therein and herein after mentioned and expressed,
that

Recital of
conveyance
by fine and
deed where-
by lands

were convey-
ed,

one moiety
to the use of
G. B. for 100
years:

subject to a
redemption
after that
estate to
W. W.

In trust to
be conveyed
as J. B. and
M. his wife
shall appoint,
or as she, if
she survives,
shall appoint.

The other
moiety to the
use of G. B.
for ever, sub-
ject to a pro-
viso of re-
demption by
J. B. and M.
his wife.

Default in
payment.

that is to say, *As for and concerning one moiety or equal half-part*, (the whole in two equal parts to be divided) of and in all and singular the said lands and premisses, To the only use of the said G. B. his executors, administrators and assigns, for and during the full term of 1000 years from thence next ensuing, without impeachment of waste, subject to the proviso or condition therein after mentioned, for redemption of the same premisses, and from and after the expiration, or other sooner determination of the said term of 1000 years, and subject thereunto, *To the use of the said W. W. and K. B. and their heirs, upon trust*, That they and the survivor of them should, upon request, convey and assure the same moiety subject to the said term of 1000 years, unto such person and persons, for such estate, uses, intents and purposes, as the said J. B. and M. his wife should, by any writing under their hands and seals by them duly executed, direct, limit and appoint; and for want of such limitation or appointment, and in case the said M. the wife of the said J. B. should him survive, then upon further trust to convey and assure the same moiety of and in the same premisses unto such person or persons, and for such estate, use or uses, intents or purposes, as the said M. the wife of the said J. B. should, by any writing under her hand and seal, by her executed in the presence of, and attested by, two or more credible witnesses, limit and appoint; *And as to, for and concerning the said other moiety or equal half-part of and in all and singular the lands and premisses therein before mentioned, To the only use of the said G. B. his heirs and assigns for ever*; subject nevertheless to a proviso or agreement in the said indenture contained, for redemption of the said premisses comprised in the said term of 1000 years, on payment by the said J. B. and M. his wife, or either of them, unto the said G. B. of the sum of 101*l.* 5*s.* on, &c. as in and by the said in part recited indenture, (relation, &c.) *And it is by the same indenture further witnessed*, That in consideration of the said sum of 100*l.* so paid to the said J. B. and M. his wife, by the said G. B. and for the better and more effectual securing the repayment thereof with interest, according to the covenant therein before contained, *He the said J. B. did*, for himself and the said M. his wife, covenant with the said G. B. that the said J. B. and M. his wife, should, on the day of the date of the indenture now in recital, surrender and assure one moiety of and in all and singular the customary messuages, lands and hereditaments held of the respective manors of &c. in the same indenture recited and mentioned, and all other the lands and tenements within the manors aforesaid, or either of them, which the said J. B. and M. his wife, or either of them, held by copy of court roll, according to the custom of the respective manors whereof the same are held, *To the use*, of the said G. B. his heirs and assigns for ever, free from all incumbrances whatsoever; *subject nevertheless* to the equity of redemption on payment of 100*l.* and interest, relating to the said freehold premisses as aforesaid; *And whereas* default was made in payment of the said principal sum of 100*l.* and interest, and by reason of such non-payment thereof, the estate and interest of him the said G. B. of and in the said freehold premisses thereby limited to him for the said term of 1000 years, in law became absolute for the residue of the said term: *And whereas* by a certain indenture or deed poll, bearing date, &c. and indorsed upon the back of the said recited indenture *tripartite*, (reciting in the said deed poll, amongst other things, that a moiety or half-part of the customary or copyhold premisses

as in the within written indenture mentioned, has been by them the
 said J. B. and M. his wife, duly surrendered to the use of the said Principal and
 G. B. his heirs and assigns, and *that the said principal sum of 100l. interest.*
 and the interest thereof, from the day of the date of the within writ-
 ten indenture then remained due to the said G. B. and that R. P. of,
 Esq. (since deceased) had agreed to lend and pay the said G. B.
 the sum of 100l. upon the within mentioned securities so made to him
 as aforesaid) *It is witnessed,* that in consideration of the sum of 100l.
 to the said G. B. paid by the said R. P. he the said G. B. did bargain,
 sell, assign and set over unto the said R. P. *All* the moiety or half part
 of and in the freehold lands and hereditaments, by the within written
 indenture limited to him the said G. B. for the said term of 1000
 years; *To hold* the same to the said R. P. his executors and assigns,
 from thenceforth for and during all the residue of the said term of
 1000 years; *subject nevertheless* to a proviso in the said deed poll con-
 tained for redemption of the same premises on payment by the said
 G. B. his executors or assigns, to the said R. P. his executors or assigns,
 of the sum of 100l. and interest, on a day therein mentioned and since
 past; and he the said G. B. by the said deed poll, did covenant, that
 he, at the next or any succeeding court-baron to be held for the within
 mentioned manor, would upon the request of the said R. P. procure him-
 self to be admitted to the within mentioned copyhold premises, and im-
 mediately thereupon, or at any time after such admittance had or taken out,
 and at the like request of the said R. P. surrender and assure, according to
 the custom of the said manors, the said moiety of all the said copyhold pre-
 mises, unto and to the use of the said R. P. his heirs and assigns, *subject*
nevertheless to such equity of redemption by the said J. B. and the said
 his wife, as the said premises were then subject unto: *And whereas*
 the said principal sum of 100l. so secured to the said G. B. by the said
 J. B. and M. his wife, on the said moiety of the said freehold and
 copyhold premises, afterwards by him assigned and covenanted to be
 rendered to the said R. P. as a collateral security for payment of the
 said sum of 100l. and interest, so by him lent and paid to the said G.
 in manner as aforesaid, has not yet been paid, and the same now
 remains due and owing, but all interest for the same has been paid to
 the day of the date of these presents: *And whereas* the said J. B. is
 now dead, and no limitation or appointment has by him or the said M.
 his wife, or either of them, as yet been made of the said moiety of
 the said freehold and copyhold premises, pursuant to and according to
 the power to them given and reserved, in and by the said recited inden-
 ture *tripartite* for that purpose; and she the said M. B. being now in-
 debted to the equity of redemption of and in the said moiety of the said
 freehold and copyhold premises so in mortgage as aforesaid, *both* (in
 consideration of the sum of ——— to be paid to her by the said A. B.
 wherein after is mentioned,) agreed to convey and assure to the said
 A. B. the said moiety of and in the said freehold premises, and they
 the said W. W. and J. B. at the request of the said M. B. have agreed
 to release all the estate, right and interest, of, in and to the said pre-
 mises unto the said A. B. in such manner and subject as herein after is
 mentioned and expressed: *Now this indenture witnesseth,* That for and
 in consideration of the sum of ——— of, £s. to the said M. B. in
 hand, £s. by the said A. B. at, £s. the receipt, £s. and for divers,
 £s. she the said M. B. by virtue and in pursuance of the power to

Surrender:

Surrender and
admittance of
copyhold lands.

Appointments.

her given and reserved in and by the said recited indenture *tripartite*, and of all other powers and authorities whatsoever to her any ways given, reserved or belonging, hath, and by this her present deed in writing, sealed and delivered in the presence of and attested by — (three credible witnesses, whose names are intended to be hereon indorsed) *Doth* hereby limit and appoint to the said *A. B.* *All* that her said moiety or equal half-part of and in the said freehold lands, hereditaments and premisses, with their appurtenances, by the said recited indenture *tripartite*, limited to the said *G. B.* for the said term of 1000 years, and in mortgage in manner as aforesaid, and the reversion, &c. *To have and to hold* the said moiety or half-part of the said freehold, &c. herein before mentioned and intended to be hereby limited and appointed, with their appurtenances, unto the said *A. B.* her heirs and assigns for ever, freed, acquitted, exonerated, and absolutely discharged of and from all right, equity, power and benefit of redemption whatsoever of her the said *M. B.* and her heirs, of, in and to the same premisses, and every part and parcel thereof (*Subject nevertheless* to the payment of the said principal sum of 100*l.* and all interest monies now due and to grow due for the same, so secured thereon in manner as aforesaid): *And this indenture further witnesseth*, That for the considerations aforesaid, and also in consideration of the further sum of 5*l.* of like, &c. to them the said *W. W.* and *J. B.* in hand also paid by the said *A. B.* at or before the executing hereof, the receipt whereof is by them hereby respectively acknowledged, they the said *W. W.* and *J. B.* (at the special instance and request, and by and with the consent, direction and appointment of the said *M. B.* testified, &c. *Have*, and each of them *Hath* bargained, sold, released, and conveyed, and by these presents *Do*, and each of them *Doth* bargain, &c. unto the said *A. B.* *The* said moiety or equal half-part of the said freehold lands, &c. with their appurtenances so limited, in use to them and their heirs, in and by the said recited indenture *tripartite*, from and after the determination of the said term of 1000 years thereby limited to the said *G. B.* as aforesaid; *And all* the estate, &c. both in law and equity of them the said *W. W.* and *J. B.* or either of them, of, in or to the said premisses, and every part thereof, by virtue of the same indenture, or otherwise howsoever; *To have and to hold* the said hereby released moiety of the said freehold lands, &c. unto and *To the use* of the said *A. B.* her heirs and assigns for ever; *Subject nevertheless* to the payment of the said 100*l.* and interest, so secured thereon in manner as aforesaid: *And* each of them the said *W. W.* and *J. B.* severally and apart for himself, and for his respective heirs, &c. and acts only, &c. (*Covenant with A. B. that they have not done any act to incumber the premisses, and M. B. covenants that she or they have a good title to convey, for quiet enjoyment and further assurance.*) *In witness, &c.*

* *Deed of Appointment, Lease and Release by Trustees under a Marriage Settlement with the Consent of the Tenant for Life, pursuant to a Power therein reserved for Selling or Exchanging the settled Estates, and Purchasing others with the Money raised thereby.*

THIS INDENTURE of four parts made the 30th day of January, in the 22d year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France, and Ireland, King, defender of the faith and so forth, and in the year of our Lord 1782; *Between A. B. of Y. esq. and C. D. of K. in the parish of N. in the county of M. esq. of the first part, E. F. of H. in the county of D. esq. of the second part, G. H. of Y. aforesaid, of the third part, and W. A. of Y. aforesaid, gent. of the fourth part; Whereas* (a) by indenture of lease and release bearing date respectively the 22d and

Parties names and descriptions.
Recital of a marriage and settlement.

(a) On cases of deeds of appointment under powers to sell, exchange, re-purchase land, &c. the following observations occur as to the form of the instrument and manner of executing the power.

First, The deed by which the power is executed, should recite as shortly as possible the instrument by which the power is created, except such part of it which creates the power itself, which ought so far as relates to what is about to be done by virtue of it to be recited verbatim, that it may appear upon the face of the instrument, carrying the power into execution, that it has pursued and complied with all the forms prescribed; the validity of the execution depending upon a strict compliance with all circumstances required by the creator of the power in its execution.

Secondly, Powers themselves being subject to be suspended or extinguished, and the validity of an estate, created by virtue of an appointment under them, depending entirely upon the constitution of the power, the intent of its creation, and a strict compliance with the circumstances required therein to attend its execution, estates derived under them have always been considered of a precarious nature, and not as founded upon a very eligible source of title. It has therefore been thought advisable if it can be done, to procure the owner of the legal estate independant of the power, to join in conveying to the purchaser under the power. This seems to be the ground upon which it has been a general practice to accompany the execution of powers of appointment with a lease and release, which operates more or less beneficially according to the circumstances in which the estate is situated. Where the legal estate in fee is vested in adult persons and they, to secure the purchaser in the most effectual manner that is possible, join in a lease and release, and thereby give him such a conveyance as will of itself, even supposing the execution of the power is in-operative or void, secure the estate to the purchaser, the title is perfect, complet, and unexceptionable. In such cases therefore a conveyancer will require that all persons whose consent is necessary to effectuate this object should be parties to the instrument, and convey the legal estate by lease and release, without which a perfectly secure and safe title cannot be made. But if the legal estate be vested on a marriage in strict settlement, the remainder in fee in the feutor; the lease and release of tenant for life, after children are born, will be in-operative; for the estates tail executing in the issue in tail as they come into esse by virtue of the statute of uses, the lease and release of the trustees and tenant for life will not affect the issue in tail. In such cases therefore the purchaser, so far as the estate is executed in them, must rely upon the validity of the power and of its execution, and is benefited by the lease and release only as against the tenant for life, the trustees (as such) and as to the reversion in fee

E 3

expectant

and 23d days of *August*, 1760, the release being of six parts, and made or mentioned to be made between, *L. F.* then of *Y.* aforesaid, esq. and *C.* then his wife (both since deceased) of the first part, the said *E. F.* by the description of the eldest son of the said *L. F.* by the said *C.* his wife of the second part, *K. F.* wife of the said *E. F.* by her then name, addition and description of *K. W.* the only surviving child of Sir *M. W.* late of *R.* in the county of *S.* deceased, by *L.* his wife, and also deceased, of the third part, *W. F.* esq. second son of the said *L. F.* by the said *C.* his wife of the fourth part, *T. W.* then of *R.* in the county of *S.* esq. and *J. R.* of *M.* in the said county of *S.* esq. of the

expectant upon failure of issue. It follows from these observations, that where, in marriage settlements, the reversion is limited in remainder to some other person than the tenant for life, it is desirable that *that* person or his heirs in whom the fee expectant upon failure of issue is vested should be a releasing party.

Thirdly, Since all powers must in the exercise of them, be referred to the intent with which they are given, it follows that unless the manner of their execution correspond with the object intended, it will fail of effect. Upon this principle it seems clear, that a proviso in a marriage settlement of the nature of that of which the conveyance in the context is an execution, "authorizing the trustees therein to convey all or any part of the settled estates by way of sale for a full consideration in money, or by way of exchange for or in lieu of other lands of equal value, does not impart a power of disposing of the *estate* in the land by way of sale, or exchange otherwise than *in toto*; the power to revoke which is vested in the trustees by such a proviso, and which is a key to the construction of the power to sell or exchange, is to revoke *all* the uses for one of the two purposes mentioned therein, *viz.* that of making an absolute sale, or that of making an actual exchange. The sale therefore made in prospect of investing the monies raised thereby in the purchase of other estates or the exchange, must be such, as will bear as near a resemblance as may be to a strict legal exchange, when a gift or grant is made by one person of one parcel of land to another, in consideration of a reciprocal grant of another parcel of land from that other person by any like grant in recompence for the first; in which conveyance the estate granted must be of the same quality as the estate received and *vice versa*. Therefore whether the mode of executing such a power be by sale or exchange, it must be executed *uno flatu*, and cannot be executed at different times as to different portions of the *estate* in the land subjected to the power. *Ex gratia*, not selling or exchanging a term for years; or an estate for life reserving the fee; or reserving an estate for life and selling or exchanging the fee. For the object of such a power is the substitution of the inheritance of lands in another situation. To effect which, the estates retained, and the estate received must, as to quality, preserve their original nature. And as a fee-simple only is to be substituted, so a fee-simple only is to be aliened in sale or exchange; the plain object of such a power being, that the lands settled shall be changed for other lands, but not that the quality of the estate in the lands under settlement shall be changed; for it is always provided that the lands to be afterwards purchased with the money received on sale of the lands settled, and the lands taken in exchange, shall be limited to the same uses as those sold or exchanged, which, if the estate in them be of a different quality cannot be.

Fourthly, It is observable that the conveyance to a purchaser of lands under settlement by way of sale or in exchange, operates as a declaration of the uses of the original settlement; and the estate of the appointee under a purchase, so far as he takes by virtue of the settlement and appointment, and of the donee so taking in exchange, is not, as to any part of it, served out of the estate of the tenant for life, or the estate in the remainder limited in expectancy after failure of the uses of the settlement, but, solely out of the interest of the original settlor, as if it had constituted a part of the deed of settlement as an appendix or ancillary settlement to that out of which it issues,

the fifth part, and *K. L.* then or then late of *M.* in the county of *H.* esq. and *M. R.* then of *F.* in the county of *N.* clerk, of the sixth part, reporting to be a settlement made previous to and in contemplation of a marriage which was shortly after solemnized between the said *L. F.* and *K. F.* then *K. W.*, they the said *L. F.* and *C.* his wife, and *L. F.* for and in consideration of the said then intended marriage, and other considerations therein mentioned, did grant, bargain, and release unto the said *T. W.* and *R. J.* by the general description therein contained amongst other hereditaments and premises therein mentioned, of far greater value, the messuage or tenement, out-houses, yard, garden, and hereditaments, hereinafter more particularly described and mentioned to be hereby limited and appointed, and granted and released or intended so to be; To hold the same unto the said *J. W.* and *R. J.* and their heirs, to, upon, and for the uses, trusts, intents and purposes, and with and subject to the powers, provisos, declarations, and agreements thereafter limited, declared and expressed, and hereinafter in part mentioned, of or concerning the same, (that is to say) from and immediately after the solemnization of the said then intended marriage; To the use of the said *L. F.* and his assigns during his life, and from and immediately after the determination of that estate by forfeiture or otherwise in his life-time, to the use of the said *J. W.* and *R. J.* and their heirs during the life of the said *L. F.* upon trust, to preserve the contingent uses and estates thereafter limited from being destroyed, and from and immediately after the decease of the said *L. F.* then to the use of the said *K. L.* and *M. R.* their executors, administrators and assigns, for and during the term of 99 years, upon and for the trusts, intents and purposes thereafter declared and expressed, of or concerning the same, and after the end, expiration or the sooner determination of the said term of 99 years, and subject thereto and to the trusts thereof, in case the said *L. F.* should die in the life-time of the said *C. F.* and from and immediately after the decease of the said *L. F.* to the use intent and purpose that the said *C. F.* and her assigns, should and might, from and immediately after his decease, have, receive and take during her life, an annual sum or yearly rent-charge of 900*l.* as therein mentioned, with usual powers of distress and entry for recovery thereof, and subject to the term of 99 years, and the trusts thereof, and after the decease of the said *L. F.* to the use of the said *E. F.* and his assigns for and during his life, and from and immediately after the determination of that estate by forfeiture or otherwise, in the life-time of the said *E. F.* to the use of the said *T. W.* and *R. J.* and their heirs, during the life of the said *L. F.* upon trust to preserve the contingent uses and estates thereafter limited from being destroyed, and from and after the decease of the survivor of the said *E. F.* and *K. F.* to the use, intent and purpose that the said *K. W.* and her assigns in case she should survive the said *E. F.* and the said *C. F.* should be living at the death of the said *E. F.* should and might from and after the decease of the said *E. F.* receive and take during the joint lives of the said *C. F.* and *K. W.* an annual sum or yearly rent-charge of 300*l.* and from and after the decease of the said *C. F.* or of the said *E. F.* in case the said *C. F.* should not be living at the time of the death of the said *E. F.* that then the said *K. W.* and her assigns, should and might receive and take during her life, an annual sum or yearly rent-charge of 500*l.*, the said annual sum or

And that there was a power of sale and exchange in the said indenture.

yearly rent-charge of 300*l.* or 500*l.* as the case should happen to be in nature of a jointure and in bar of dower, with powers of distress and entry for recovery thereof; and from and immediately after the determination of the several estates, and terms of years thereinbefore limited and subject thereto, to the use of the said *K. L.* and *M. R.* their executors, administrators, and assigns, for and during the term of 200 years, to commence from the decease of the said *E. F.* upon and for the trusts intents and purposes thereafter declared and expressed, of or concerning the said term, and from and after the expiration or other sooner determination of the said term of 200 years, and subject thereto and to the trusts thereof to the use of the first son, and all and every other the son and sons of the said *E. F.* on the body of the said *K.* his then intended wife, to be begotten successively in tail-male, with divers remainders over, with the ultimate remainder to the use of the said *E. F.* his heirs and assigns, and in which said indenture of release and settlement now in recital is contained (amongst other provisoes or powers) a proviso or power, whereby it was declared and agreed by and between the said parties thereto, that notwithstanding any of the uses, estates, limitations, and trusts therein before contained, it should and might be lawful to and for the said *T. W.* and *R. J.* and the survivor and the heirs and assigns of such survivor, at any time or times during the natural lives or life of the said *L. F.* and *E. F.* or the life of the survivor of them, by and with the consent and approbation of the said *L. F.* and *E. F.* or the survivor of them, testified by some writing under the hands and seals or hand and seal of them or the survivor of them, to be attested by two or more credible witnesses, to sell, dispose of or convey in exchange for or in lieu of other freehold lands and hereditaments, in fee-simple in possession, and copyhold lands of inheritance or either of them, to be situate somewhere in that part of *Great Britain* called *England*, all and every or any of the manors, messuages, lands, tenements, hereditaments, and premises, thereby granted and released or intended so to be, with the rights, members, and appurtenances thereto belonging, and the fee-simple and inheritance thereof, to any person or persons, and his, her, or their heirs and assigns, either together or in parcels for such price or prices in money, or for such other equivalent in lands and hereditaments, as to them the said *L. F.* and *E. F.* or the survivor of them, or the heirs of such survivor should seem reasonable, and for that end it should and might be lawful to and for the said *T. W.* and *R. J.* and the survivor of them and the heirs and assigns of such survivor, by and with such consent and approbation and testified as aforesaid, by any deed or deeds, writing or writings, to be by them or the survivor of them sealed and delivered in the presence of and attested by two or more credible witnesses, to revoke, determine and make void all and every of the uses, trusts, estates, powers, provisoes, and limitations, therein before limited, created, declared and contained, of and concerning the manors, messuages, lands, tenements, hereditaments, and premises, therein before granted and released or intended to be, which should be sold disposed of or exchanged, and by the same or any other deed or deeds, writing or writings, to be sealed and delivered and attested as aforesaid, to limit and appoint the same manors, messuages, lands, hereditaments, and premises, whereof the uses should be so revoked, either unto such purchaser or purchasers, or the person or person

persons making such exchange or exchanges, and his or their heirs, or otherwise to limit, create, declare, and appoint such new or other uses, trust or trusts, of and concerning the same manors, messuages, lands, hereditaments, and premisses, as should be requisite and necessary for the executing or effecting such sale disposition or exchange. And upon payment and receipt of the money arising by sale of the said premisses or any part thereof, unto and by the said T. W. and R. J. or the survivor of them, or the heirs of such survivor, when any such part or parts thereof should be sold for a valuable consideration in money, for them the said trustees or trustee for the time being to sign and give a proper receipt or proper receipts for the same, which receipt or receipts should be a sufficient discharge or discharges to the purchaser or purchasers for the money therein acknowledged or expressed to be received. And such purchaser or purchasers should not afterwards be answerable or accountable for any loss misapplication or non-application of such purchase-money so received or any part thereof. And when any of the said premisses should be so sold for a valuable consideration in money, and such proper receipts should be so given and signed for the purchase-money as aforesaid; and also when any of the said premisses should be disposed of or conveyed in exchange, for or in lieu of other lands or hereditaments, and such lands or hereditaments taken in exchange, and the fee-simple and inheritance thereof, should be well vested in the said T. W. and R. J. or the survivor of them, or in the heirs of such survivor, the premisses so sold, exchanged or conveyed, should from thenceforth be and remain for ever freed and absolutely discharged from all the uses, estates, trusts, provisos, and agreements therein before limited, expressed and declared concerning the same, (except only as to such leases as should have been made thereof or of any part thereof, pursuant to the power therein before mentioned,) as in and by the said in part recited indenture of lease and release, and settlement reference being thereunto had will more fully appear. *And whereas* the said L. F. sometime since departed this life, leaving the said C. F. his wife him surviving who is also since deceased; *And whereas* the said R. J. also sometime since departed this life, leaving the said T. W. his co-trustee him surviving; *And whereas*, by indenture of lease and release, bearing date the 10th and 11th days of *April* last respectively, the release being of four parts, and made or mentioned to be made *Between* the said T. W. of the first part, the said K. L. and M. R. of the second part, the said E. F. and K. his wife of the third part, and the said A. B. and C. D. of the fourth part, reciting amongst other things the death of the said R. J. and that the said T. W. being advanced in years, was desirous of being discharged of and from all and every the trusts and powers in and by the said indenture of release and settlement of six parts therein and herein before recited, vested in the said R. J. and T. W. and which on the death of the said R. J. were become solely vested in the said T. W. by survivorship. *It was witnessed*. That by virtue of and in pursuance and execution of the power and authority in the said in part recited indenture of release and settlement of six parts for that purpose given to and vested in the said T. W. or in him and the said K. L. and M. R. and of all the other powers enabling him or them thereunto and in exercise thereof, he the said T. W. and also the said K. L. and M. R. *Did* with the consent

Of an indenture whereby the surviving trustee assigns his trust by virtue of the power in him vested to new trustees,

and approbation of the said *E. F.* and *K.* his wife testified as therein mentioned, thereby nominate and appoint the aforesaid *A. B.* and *C. D.* to be trustees, in the room, place and stead of the said *T. W.* *K. L.* and *M. R.* to act in the several trusts, which were in and by the the said therein and hereinbefore in part recited indenture of release and settlement of six parts, vested in the said *R. J.* and *T. W.* and then vested in the said *T. W.* by survivorship, *And* it was also witnessed, that for the consideration therein expressed; *He* the said *T. W.* did as far he lawfully might or could grant, bargain, sell, release, resign, and give up unto the said *A. B.* and *C. D.* their heirs and assigns, all and singular the aforesaid hereditaments and premisses, which were in and by the aforesaid indenture of release and settlement of six parts, of the 3d day of *August* 1760, released or mentioned or intended to be released with their respective appurtenances: *And* all his estate, right, title, interest, and possibility whatsoever, of in and to the same hereditaments and premisses, and every or any of them or any part or parcel thereof; *To hold* unto the said *A. B.* and *C. D.* and their heirs, for and during all such estate and interest of or under the said indenture of six parts: *But nevertheless*, *To* for and upon such and the same uses intents and purposes, and subject to with and under the same powers of sale and exchange, and other powers and provisos, as are in and by the same indenture limited and expressed of or concerning the said hereditaments and premisses, thereby limited unto or to the use of the said *T. W.* and *R. J.* and their heirs, for the purpose to preserve the contingent uses and estates as therein and herein before is in part mentioned, or for any other intent and purpose whatsoever: *And* to the end and intent that the said *A. B.* and *C. D.* and the survivor of them, and the heirs of such survivor might be enabled to perform and execute all such trusts and exercise all such powers of sale and exchange, and other powers, provisos, declarations, and agreements, as were in and by the said indenture of six parts vested in the said *T. W.* and *R. J.* and were then solely vested in or capable of being exercised by him the said *T. W.* by survivorship, by and with such consent and approbation as aforesaid, so far as the nature and circumstances of the case would permit, in which said indenture of appointment and release of four parts now in recital is contained a covenant on the part of the said *T. W.* that he the said *T. W.* had not at any time theretofore either alone or jointly with the said *R. J.* or any other person or persons made, done, committed, or executed any act, deed, matter or thing whatsoever, whereby the said hereditaments or premisses, thereby granted and released, or intended so to be or any of them, were or was in anywise affected, or any of the contingent uses and estates in and by the said indenture of six parts limited and created of the same hereditaments and premisses, or any of them were or was defeated or destroyed, as in and by the said last in part recited indenture of appointment and release, reference being thereunto had, will more fully appear: *And whereas* no revocation or alteration of the uses, trusts or limitations, in and by the said herein before in part recited indenture of release and settlement of the 23d day of *August* 1760, and limited of and concerning the messuage or tenement, out-houses, yard, garden, and hereditaments hereinafter more particularly described, and mentioned to be hereby limited and appointed, granted and released, or intended so to be, hath been made, nor have any new uses or limitations been thereof made or created, by the said *R. J.* and *T. W.*

And that no revocation of the uses, trusts or limitations of the first recited indenture of settlement had been made.

or either of them previous to the execution of the said last recited indenture of appointment and release of the 11th day of *April* last, or by the said *A. B.* and *C. D.* or either of them, since the execution of the said deed: *And whereas* the said *A. B.* and *C. D.* at the request and with the consent and approbation of the said *E. F.* have contracted and agreed with the said *G. H.* for the absolute sale to him in fee-simple of the said messuage or tenement, out-houses, yard, garden, and hereditaments hereinafter more particularly described, and intended to be hereby limited and appointed and granted and released for the sum of 620*l.* *Now this Indenture witnesseth,* That in pursuance of the said recited contract or agreement, and for carrying the same into execution, and for and in consideration of the sum of 620*l.* of good and lawful money of *Great Britain*, at or before the sealing and delivery of these presents well and truly in hand paid by the said *G. H.* to the said *A. B.* and *C. D.* by and with the consent and approbation of the said *E. F.* (testified as hereinafter is expressed,) the receipt and payment of which said sum of 620*l.* in full for such sale as aforesaid, they the said *A. B.* and *E. F.* do hereby severally and respectively acknowledge and thereof and of and from the same and every part thereof, do and each of them doth acquit, release, and discharge the said *G. H.* his heirs, executors, and administrators, for ever by these presents and also for and in consideration of the further sum of ten shillings a-piece, of like lawful money by the said *G. H.* and *W. A.* to each of them the said *A. B.* and *C. D.* in hand likewise paid at or before the sealing and delivery of these presents, the receipt whereof they do hereby respectively acknowledge, and in pursuance and exercise and execution of the power and authority given to or vested in them the said *A. B.* and *C. D.* by the said in part recited indenture of release and settlement of the 23d day of *August*, 1760, and by the said last in part recited indenture of appointment and release of the 11th day of *April* last, or by either of them, and by virtue of all and every other powers and power and authorities and authority whatsoever, for this purpose, in them vested, or to them belonging or appertaining, in this behalf, or in any wise enabling them thereunto, and in exercise and execution thereof, they the said *A. B.* and *C. D.* at the request, and by and with the consent and approbation of the said *E. F.* testified by his being a party to and signing and sealing this present deed or writing in the presence of the two several credible persons whose names are intended to be hereupon by them indorsed as witnesses attesting the signing and sealing thereof by the said *E. F.*, *Have*, and each of them hath, revoked, determined, and made void, and by this present deed or writing, by them sealed and delivered in the presence of the two several credible persons whose names are intended to be by them hereupon written or indorsed as witnesses attesting the execution thereof by the said *A. B.* and *C. D.*, Do and each of them doth revoke, determine, and make void, all and every the uses, trusts, estates, powers, provisoes, and limitations, in and by the said herein before in part recited indenture of release and settlement, of the 23d day of *August*, 1760, limited, created, declared, and contained, so far as the same or any of them relate to, respect, or concern the said messuage or tenement, out-houses, yard, garden, and hereditaments hereinafter particularly described and mentioned, and intended to be hereby limited and appointed granted and released, and

And that tenant for life had contracted for sale of the premises hereinafter described. It is witnessed.

For the consideration, &c.

The trustees by virtue of the power in them vested.

With the consent of tenant for life,

revoke and determine the uses, trusts, estates, &c. limited in the estates intended to be sold.

every

And in pursuance of the further powers in them vested,

Limit, declare, and appoint, the said estates to other uses.

And this indenture further witnesseth. For the consideration therein. The trustees bargain and sell.

every or any part or parcel thereof, with their and every of their rights, members, and appurtenances. *And also* in pursuance and exercise and execution of the further power and authority given to or vested in them by the said hereinbefore in part recited indenture of release and settlement, of the 23d day of *August*, 1760, and by the said hereinbefore in part recited indenture of appointment and release of the 11th day of *April* last, or by either of them, and by virtue of all and every other powers and power, authorities and authority for this purpose, in them vested, or to them belonging or appertaining, or them in any-wise enabling thereunto, and in exercise and execution thereof, They the said *A. B.* and *C. D.* by and with the like consent and approbation of the said *E. F.* testified as hereinbefore mentioned, *Have*, and each of them *Hath*, limited, declared, and appointed, and by this present deed or writing, by them sealed and delivered, and intended to be attested as aforesaid, *Do* limit, declare, and appoint, that the said messuage or tenement, out-houses, yard, garden, and hereditaments hereinafter particularly described and mentioned, or intended to be hereby granted and released, and concerning which, the uses, trusts, estates, powers, provisoes, and limitations, expressed and contained in the said hereinbefore in part recited indenture of release and settlement, of the 23d day of *August*, 1760, have been hereinbefore so revoked, determined, and made void as aforesaid, and every of them, and every part and parcel thereof, with their and every of their appurtenances, shall from henceforth remain, continue, and be, and the same in part recited indenture of release and settlement, and all other conveyances and assurances of the same messuage or tenement, out-houses, yard, garden, and hereditaments, shall, as to, for, and concerning such messuage or tenement, out-houses, yard, garden, and hereditaments, and every part and parcel thereof, be and enure *Unto* the said *G. H.* and *W. A.* their heirs and assigns, to the only proper use and behoof of the said *G. H.* and *W. A.* their heirs and assigns for ever. *But nevertheless* as to the estate and interest of the said *W. A.* and his heirs, *In trust* for the said *G. H.* his heirs and assigns for ever, *And* to and for no other use, intent, or purpose whatsoever. *And this indenture further witnesseth*, that for further assurance, and for the consideration aforesaid; and also for and in consideration of the sum of 10s. a piece of like lawful money of *Great Britain*, to him the said *E. F.* in hand paid by the said *G. H.* and *W. A.* at or before the sealing and delivery of these presents, the receipt whereof is hereby also acknowledged. They the said *A. B.* and *C. D.* at the like request, and by and with the like direction and appointment of the said *E. F.* testified also as hereinafter is mentioned; *Have* and each of them *Hath*, (*a*) bargained, sold, aliened, released, disposed of and conveyed, *And* by

(a) It is necessary here to observe, that in all deeds, wherein trustees convey by direction, or with consent of their *céssui que trust*, there are always two sets of conveyancing words; the one referable to the trustees, the other to the *céssui que trust*. The reason of which is, that trustees are intended merely to use such technical words as are competent to pass out of them, such interest as they have *rightfully* in them to pass, and which do not import any warranty, or covenant, as to the state of the thing conveyed, but against their own acts, to defeat the purpose of the deed they are parties to: to which extent, upon the principle, that the law implies a covenant wherever the party will contravene his agreement, Sir *Matthew Hale* was of opinion any words would go. *Vide* 3 *Keb.* 334. *Saunders* 312.

by these presents *Do*, and each of them *Doth*, according to their respective estates and interests in the premisses, and so far as they respectively can and lawfully may bargain, sell, aliene, release, dispose of, and

Upon this ground trustees are never made to convey by the word "GIVE," because that word created a warranty against the feoffor, grantor, &c. and his heirs, by implication of law, at common law. And now by the statute *de bigamis* 4 Ed. 1. cap. 6. the letter of which is, "in deeds also wherein is contained "*dedi*" or "*concessi*" such a tenement without homage or without a clause that containeth warranty, and to be holden of the givers and their heirs by a certain service, it is agreed that the givers and their heirs *shall be bound to warrant*; and where it is to be holden of the chief lord of the fee, or of other, and not of the feoffor or of their heirs reserving no service without homage, or without the aforesaid clause, *their heirs shall not be bounden to warranty*, notwithstanding the feoffor *during his own life*, by force of his own GIFT, shall be bound to warrant." By force of which act, and of the statute *quia emptores terrarum* 18 Ed. 1. which restrains men from alienating in fee-simple to be holden of themselves and their heirs, the word "*dedi*" in a conveyance in fee-simple is become an *express* warranty during the life of the feoffor, grantor, &c. and in a conveyance in tail or for life, where the hereditaments may be holden of the donor and his heirs, an *express* warranty against him and his heirs. 2 Inst. 275. Upon the same principle a scruple frequently arises as to trustees conveying, in fee-simple or otherwise, by the word "GRANT," under an idea that it may be questioned whether the words "*concessi*" or "*have granted*" do not also import a warranty, or at least contain an implied covenant that the person using them had an estate to grant; but as to this, the better opinion seems to be that so far as the statute goes, the words "*by force of his own GIFT*" appropriate the warranty to the word "GIVE" only. And it is expressly laid down. 5 Rep. 18. a, on a revision of all the authorities that the word "CONCESSI" in case of a freehold or inheritance does not import any warranty. And in the case of *Browning and Honeywood* 3 Keb. 549. pl. 53. in covenant brought on a feoffment and GRANT by the words *feoffavi et concessi* of bishops land, and breach assigned that the defendant had no good title; the court conceived this would not make any *express* covenant, and judgment was given for the defendant *nisi*. And the same law had been before laid down in an anonymous case. 3 Keb. 188. pl. 33. et vide *Bacon Abr.* vol. 1. 531.

But where trustees convey a *chattel real*, the word "GRANT" should be left out, upon the principle before mentioned; because, when used in respect to that kind of property, it imports in itself a warranty or covenant (which, as applied to chattels real, except in the case of a right of wardship are analogous 5 Rep. 18. Co. Litt. 101. b. 384. a. 29 E. 3. 14.) for although it is laid down in *Nokes's case*, 4 Rep. 80. b. as one point, that the express covenant there, qualified the generality of the covenant in law and restrained it, by the mutual consent of both parties, that it should not extend further than the *express* covenant, *quia clausa generalis non refertur ad expressa*: that maxim does not apply in these cases; for admitting the position in *Nokes's case* to be clear law as put by lord Coke, for that point was not decided by the court, *vid.* 2 Brownl. 214. Cro. Eliz. 674, 675. yet, that does not remove the objection; because the rule there stated extends only to cases where there is a covenant in deed, which covenant is also involved in the covenant in law: As if in a lease by the word "*demise*," there be also a covenant for quiet enjoyment; there, so far as goes to quiet enjoyment, the operation of the word "*demise*" is restrained; and, therefore, the lessee shall have no action until actual expulsion; although, if there had been no covenant in deed, and a stranger and not the lessee had been seised, the covenant in law had been broken before expulsion *Heb.* 12. But this principle cannot operate upon the general covenant, as to a matter respecting which there is no express covenant. Therefore, a covenant by the trustees, "*that they have done no act to incumber*" cannot restrain the force of the word "*demise*" as a covenant in law "*that the trustees have a power of demising and for quiet enjoyment*," for the covenant "*that they have done no act to incumber*," which is the only *express* covenant trustees execute, is a distinct covenant "from those implied by the word "*demise*" as to the power of demising and for quiet enjoyment;

And the tenant for life grants, bargains, sells, aliens, and confirms the estate.

Here insert parcels at length.

To hold the same to the purchaser, and a trustee.

and convey, *And* the said *E. F. Hath* granted, bargained, sold, aliened, released, ratified, confirmed, and by these presents *Doth* grant, bargain, sell, aliene, release, ratify, and confirm unto the said *G. H. and W. A.* (in their actual possession, now being by virtue of a bargain and sale to them thereof made by the said *A. B. and C. D. and E. F.* for the consideration of *5s.* by indenture bearing date the day next before the day of the date of these presents, for one whole year commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to their heirs and assigns, *All, &c.* —————

————— And the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and of every part and parcel thereof: *And also all* the estate, right, title, interest, possibility of interest, use, trust, inheritance, possession, property, claim, and demand whatsoever, both at law and in equity, of them the said *A. B. C. D. and E. F.* and each and every or any one of them, of, into, or out of the said messuage, out-houses, yard, garden, and hereditaments, and every or any of them, and every part or parcel thereof, with all and singular their appurtenances, *To have and to hold* the said messuage or tenements, out-houses, yard, garden, and hereditaments, and all

ment; therefore, the maxim *quod clausa generalis non refertur ad expressa* does not apply, there being in such cases *no express* covenants as to enjoyment, &c.

The rules proper to be adopted in such cases wherein trustees are conveying parties seem therefore to be these; 1st. That where it is clear that freehold lands only are to be conveyed, the word "*grant*" may safely be used, it importing in such case, no warranty or covenant. 2dly. That where incorporeal hereditaments are meant to pass, and it is clear and out of doubt that no chattel interest is included, the word "*grant*" ought to be used, unless the conveyance be accompanied with a bargain and sale inrolled; as otherwise such interests will not pass. 3dly. That in marriage settlements wherein, frequently, the title is not rigidly looked into, and on occasions of import where large property is comprised in conveyances, and consequently the precise nature of each part of it cannot be ascertained to a certainty, the word "*grant*" ought to be uniformly rejected, and the conveyances accompanied by a bargain and sale inrolled, for all that is required to give effect to a bargain and sale is that there should be a freehold in esse, the use of which may pass by the conveyance; for then the statute will carry the possession to it, And a rent in fee, a right of way, a common, a seignorie, a reversion, a remainder, &c. are all reholds within the meaning of the statute of uses. *Vid. Noy, 66. Lill. Conv. 16, 22. Cro. Jac. 188, 190. Bac. Abr. vol. 1 fol. 275.* and will pass by this species of conveyance.

I should here observe that there is in *Bridgman's Complete Conveyancer, vol. 1 fol. 323.* an opinion of Sir Jeffery Palmer's concerning the words "*give and grant*," in a conveyance, which if it were relevant, would render it unsafe for a purchaser to take a conveyance, wherein incorporeal hereditaments were to pass, without the word "*grant*" were inserted. It is delivered by him on a case put to him in the following terms:—"Sir, I conceive that care ought to be taken in a conveyance, of what nature soever it be, that there be not therein *give and grant*; for they imply a general warranty and shall not be qualified by the special warranty following, as hath of late been thrice adjudged. Signed *H. I.* Sir Jeffery Palmer in answer says, "*give*" implies a personal warranty and so is not always used. The word "*grant*," in a lease for years, is a covenant in law; or, as you may call it a general warranty, if it be not qualified by a covenant or warranty in fact; but if there be a covenant or warranty in fact then it is restrained to the words of the covenant subsequent. But in an estate of inheritance when the fee passeth, there the word "*grant*" is neither a covenant in law nor warranty. For if

all and singular other the premisses hereinbefore mentioned to be hereby limited and appointed, and granted and released, and every or any of them, and every part and parcel thereof, with their and every of their appurtenances unto the said G. H. and W. A. their heirs and assigns, to and for the only proper use and behoof of them the said G. H. and W. A. their heirs and assigns for ever. But nevertheless as to the estate and interest of the said W. A. and his heirs, in trust for the said G. H. his heirs and assigns, and to or for no other use, intent, or purpose whatsoever. And the said A. B. and C. D. for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, and not jointly, nor the one for the other, or for the acts of the other, or of the heirs, executors, or administrators of the other, Do, and each of them *Doth* covenant, promise, and declare, to and with the said G. H. and W. A. their heirs and assigns by these presents, that they the said A. B. and C. D. have not nor hath either of them respectively, at any time heretofore, made, done, committed, or executed, or knowingly suffered or procured to be made, done, committed, or executed any act, deed, writing, matter, or thing whatsoever, whereby or by reason or means whereof the said messuage or tenement, out-houses, yards, garden, and hereditaments hereinbefore mentioned to be hereby limited and appointed, and granted and released, or intended so to be, or any of them, or any part or parcel thereof, are, or is, or can,

To the use of the purchaser.

Several covenant that the trustees have done no act to incumber, &c.

if it should be a *covenant in law* or *warranty* in itself, it would be then restrained and qualified by the warranty and *covenant in fact*; and a deed to pass an inheritance where common is, cannot be without it, for if it be *common* in gross it cannot pass by the *livery*, but must pass by the word "*grant*" and I never yet saw a *feoffment* without it. And upon the ground of this opinion, and the 2d point stated in *Nokes's case*, as reported by Sir Edward Coke, with lord Chief Justice Vaughan's argument in *Hoyes and Bickerstaff* in his reports, page 126, Mr. Butler appears to me to have ventured a positive opinion on this subject in the last edition of *Coke Littleton*, fol. 384. *note* 1. rather hastily, and without giving it that attention which he has evidently bestowed on most of the subjects on which he has annotated with so much credit to himself and advantage to the student: for he there says, that trustees should not scruple to convey by the word "*grant*;" but upon the grounds I have mentioned; namely, that since in all considerable concerns there most probably may be chattel as well as freehold property; that there is no express covenant by trustees as to enjoyment, &c. they being intended only to convey; that Sir Jeffery Palmer's opinion is not given on a case where trustees were concerned, but on a general proposition, wherein the distinction might not occur to him, is very loose, and is incorrect as to his position, that a warranty in law is restrained and qualified by a warranty in *fact*, (according to all the authorities,) if applied to a freehold; for in such case it is in the choice of them, in whose favor the conveyance is made, to take to the warranty in law, or to the express warranty. *Cro. Eliz.* 864. *Vaugh.* 127. 4 *Rep.* 81. *Co. Litt.* 384. *a.* 2 *Inst.* 275.; that of whatever nature the property may be, *if it be in esse*, a *bargain and sale* will produce the effect required, *without being exposed to cavil*; it seems to me to be more advisable in the cases alluded to, for trustees (who stand in a predicament that intitles them not to be exposed to the smallest difficulties that can by any means be avoided) to release by the words put in the example above, *viz.* "*bargain, sell, alien, release, dispose, and convey*," leaving out in the release both the words "*give*" and "*grant*" accompanying the conveyance with a *bargain and sale* enrolled, than to use either of those words.

But at all events, if the word "*grant*" be used in a conveyance by trustees, in such cases, it should always be followed by qualifying words, restraining it's operation to the fact of conveying merely, and declaring that it is not intended to operate so as to take effect as a covenant or warranty.

Covenant by
tenant for life
that he, they,
or some of
them have
power to re-
voke, re-ap-
point, release,
and convey the
said estates
unto the pur-
chaser, his
heirs and
assigns.

for quiet
enjoyment.

Free from in-
cumbrances.

can, shall or may be charged, impeached, or incumbered in title, charge, term, estate; or otherwise howsoever, or whereby or by reason or means whereof the uses, trusts, estates, powers, provisoes and limitations in and by the said in part recited indenture of release and settlement, of the 23d day of *August*, 1760, created, declared, and contained, of and concerning the same messuage or tenement, out-houses, yard, garden, and hereditaments, have on oath been revoked, determined, or made void, or by reason or means whereof any new or other use or uses, hath or have been limited, created, declared or appointed, of or concerning the same messuage or tenements, out-houses, yard, garden, and hereditaments, or any part or parcel thereof, and the said *E. F.* for himself, his heirs, executors and administrators *Doth* covenant, promise, grant and declare, to and with the said *G. H.* and *W. A.* their heirs and assigns, by these presents in manner following, that is to say; that for and notwithstanding any act, deed, writing, matter, or thing whatsoever, by them the said *A. B. C. D.* and *E. F.* or either of them, or by him the said *E. F.* or any of his ancestors, made, done, committed, or permitted to the contrary, they the said *A. B. C. D.* and *E. F.* under and by virtue of the said hereinbefore in part recited indenture of release and settlement, of the 23d day of *August*, 1760, and of the said herein also before in part recited indenture of appointment and release, of four parts, or of one of them, and of the power and powers therein respectively comprized and contained, or some other power or powers, authority or authorities in them vested, now have in themselves, or some or one of them hath in himself, good, right, full power and lawful and absolute authority and title to make such revocation, and also such limitation and appointment as are hereinbefore respectively made and expressed, and moreover to grant, release, and convey the said messuage or tenement, out-houses, yard, garden and hereditaments hereinbefore mentioned, to be hereby limited and appointed, granted and released, and every part or parcel thereof with their appurtenances, unto and to the use of the said *G. H.* and *W. A.* their heirs and assigns for ever in manner and form aforesaid, and according to the true intent and meaning of these presents; *And also* that it shall and may be lawful to and for the said *G. H.* and *W. A.* their heirs and assigns, from time to time and at all times hereafter peaceably and quietly to have hold and occupy possess and enjoy all and singular the said messuages or tenements, out-houses, yard, garden and hereditaments herein before mentioned, to be hereby limited, appointed, granted and released, or intended so to be and every part and parcel thereof, with their and every of their appurtenances, and to have receive and take the rents, issues and profits thereof, and of every part thereof, without any manner of let, suit, trouble, denial, interruption, execution, disturbance, claim or demand whatsoever, of by or through the said *A. B.* and *C. D.* or either of them, or, of, by, or through him the said *E. F.* or any other person or persons whomsoever, lawfully claiming or to claim by from under or in trust for him or them, or any or either of them, or by from or through any of the ancestors of the said *E. F.* or by from under through or with their or any or either of their acts, deeds, default, consent, privity, or procurement; *And* that free and clear, and fully clearly and absolutely acquitted exonerated and discharged, or otherwise by the said *E. F.* his heirs, executors, or administrators well and sufficiently defended saved harmless and kept indemnified, of from and against all and a

manner

manner of former and other gifts, grants, bargains, sales, leases, exchanges, mortgages, jointures, dowers, settlements, uses, trusts, wills, entails, statutes, judgments, extents, executions, titles, troubles, burthens, and incumbrances whatsoever, had, made, done, committed, occasioned or suffered by them the said *A. B.* and *C. D.* or either of them, or by the said *E. F.* or any other person or persons claiming or to claim by from through or under them, or any or either of them, or any of the ancestors of the said *E. F.* or by from or under the said herein before in part recited indenture of release and settlement of the 23d day of *August* 1760, or any of the uses, trusts, limitations and agreements therein contained. *And moreover* that he the said *E. F.* and his heirs, and also the said *A. B.* and *C. D.* and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, use, trust or interest of in to or out of the said messuage or tenement, out-houses, yard, garden, and hereditaments herein before mentioned, to be hereby limited and appointed, granted and released or intended so to be, or of in to or out of any part or parcel thereof, by from or under him or them or any or either of them, or by from through or under any of the ancestors of the said *E. F.* or by from under or by virtue of the said herein before in part recited indenture of release and settlement of the 23d of *August* 1760, or the uses, trusts, powers, limitations and agreements therein contained, shall and will from time to time and at all times hereafter, on the reasonable request and at the proper costs and charges in the law of the said *G. H.* and *W. A.* their heirs or assigns, well and truly make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other reasonable act and acts, thing and things, deeds, devices, conveyances and assurances in the law whatsoever, (be the same by fine, feoffment, common recovery, or otherwise howsoever,) for the further better more perfect and absolute limiting and appointing, granting releasing and assuring, the same messuage or tenements, out-houses, yard, garden, and hereditaments, and all and singular other the premises hereinbefore mentioned to be hereby limited and appointed, and granted and released, and every part and parcel thereof, with their and every of their appurtenances, unto and to the use of the said *G. H.* and *W. A.* their heirs or assigns for ever in manner aforesaid, as by the said *G. H.* and *W. A.* their heirs or assigns, or their counsel shall be reasonably devised or advised and required, so as such further assurances or any of them, so to be made done and executed by the said *A. B.* and *C. D.* and the survivor of them or the heirs of such survivor, do not contain any further or other warranty or covenant than for or against the person or persons making or executing the same and his and their respective heirs, and against the acts, deeds, and incumbrances, made, done and suffered by him or them respectively. *And lastly*, That the said *E. F.* his heirs and assigns, and the persons and persons who under or by virtue of the uses and limitations contained in the said herein before in part recited indenture of release and settlement of the 23d day of *August*, 1760, shall be in the possession of the hereditaments therein comprized, or some or one of them, shall and will from time to time and at all times hereafter, on the reasonable notice and request and at the expence of the said *G. H.*

And for further assurances.

And production of title deeds.

Appointments.

his heirs and assigns, produce and shew forth or cause and procure to be produced and shewn forth in any court of law or equity, or at the execution of any commission for the examination of witnesses, or to the counsel, attornies, solicitors, or agents of the said G. H. his heirs and assigns, and also shall and will give and permit and suffer the said G. H. his heirs and assigns, at his and their own expence or his or their attornies or agents, to make and take true and attested copies of all and singular the title, deeds and writings, mentioned, expressed and described in the schedule hereunder written, and which do concern or relate to the said messuage or tenement, out-houses, yard, garden, and hereditaments herein mentioned, or intended to be hereby limited and appointed, granted and released, jointly with other hereditaments of greater value, and all other deeds, writings, escripts and muniments whatsoever relating to touching or concerning the same messuage or tenement, out-houses, yard, garden, and hereditaments or any part thereof jointly with any other premisses, and which now are or at any time hereafter shall be in the custody possession or power of the said E. F. his heirs or assigns, or which he or they can shall or may come at or by, without suit at law or in equity, (accidents by fire and other unavoidable casualties only excepted.) *In witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

J. J. P.

* *A Deed of Conveyance to Trustees under a Power to sell Estates settled and invest the Money in the Purchase of other Estates in which Part of the Money is invested in the Funds in the Name of the said Trustees and others, until an Infant comes of Age to convey the Estates; it being an important Acquisition with a view to unite Estates bought under the same Power.*

Recital that
part of the
trust estate
has been sold,

and the pur-
chase-money
received.

Recital of a
will.

THIS INDENTURE made the 24th day of January, in the year of our Lord 1787, and 27th year of the reign of our Sovereign Lord George the Third, by the grace of God of Great-Britain, France and Ireland, King, defender of the Faith, &c. *Between* R. R. of, &c. and M. his wife of the first part, C. D. of, &c. and E. F. of the second part, A. B. of, &c. of the third part, and W. S. of, &c. of the fourth part; (*recite the settlement and the powers to sell, and purchase other lands, and then proceed thus;*) *And whereas* the said C. D. and E. F. have since the date and execution of the said last above in part recited indenture, (with the consent and at the request of the said A. B.) sold the manor of W. and divers messuages, lands, tenements and hereditaments, in the said counties of K. and L. which were granted and conveyed by the said in part recited indentures of lease and release, and have conveyed the same unto the purchasers thereof and their heirs, and received from them the purchase money, which arose from the sale thereof, upon trust, to lay the same out again in the purchase of other lands and hereditaments, to be settled to the same uses as the same manor and premisses so sold stood limited to and settled in and by the said recited indenture of release and settlement. *And whereas* E. D. of, &c. in and by his last will and testament in writing

writing by him duly made and published in and about the 10th day of
 Jan. which was in the year of our Lord 1740, did give and devise
 unto his wife *J.* the messuage or tenement and appurtenances in *M.*
 in the county of *K.* hereinafter particularly mentioned and described,
 and intended to be hereafter granted and released, which he had then
 lately purchased of *F. W.* and his mother, *To hold* the same for and
 during her natural life, and, after the decease of his said wife, the
 said testator gave and devised the said messuage or tenement with the
 appurtenances, unto his son *T.* and his daughter *A.* afterwards *A. R.*
 and their heirs as tenant in common. *And whereas* the said testator
 died soon after the making his said will, without revoking or altering
 the same, leaving the said *J. F.* his widow, and the said *T.* and *A.* his
 only children him surviving, and the said *J.* is since deceased, on
 whose death the said messuages or tenements, became vested in the
 said *T.* and *A. R.* in equal moieties as tenants in common. *And whereas*
 the said *A.* afterwards intermarried with the said *R. R.* party hereto
 and is also since deceased, leaving issue of that marriage an only son
T. R. now a minor of the age of 12 years or thereabouts, whereby
 the said *R. R.* is and stands seised of an estate for term of his life, as
 tenant by the curtesy of *England*, of and in one undivided moiety or half
 part of the said messuage or tenement and appurtenances, with reversion
 unto the said *T. R.* his son, and the said *R. R.* hath since inter-
 married with the said *M. R.* his now wife; *And whereas* the said *R. R.*
 is and stands seised of and in all that other moiety or half part of the said
 messuage or tenement with the appurtenances, of and in an estate in
 fee-simple to him and his heirs, by force and virtue of certain inden-
 tures of lease and releasethere of to him made and executed, and bearing
 date respectively the 16th and 17th days of *July*, which was in the
 year 1774, and made between the said *T. F.* only son and one of
 the devisees of the said *E. F.* of the one part, and the said *R. R.*
 party hereto of the other part; *And whereas* the said *A. B.* hath con-
 tracted and agreed with the said *R. R.* and *M.* his wife, for the abso-
 lute purchase of all that moiety last mentioned, of and in the said
 messuage and tenement with the appurtenances hereinafter particularly
 described, of which the said *R. R.* is now seised in fee-simple at or for
 the price or sum of 150*l.* *And whereas* the said *R. R.* being desirous
 of disposing of his estate for life, in the other moiety of the said
 messuage and tenements with the appurtenances, and also considering
 that it will be advantageous to the said *T. R.* his son, that his reversion
 be expectant upon the determination of the estate for life of the
 said *R. R.* in the said other moiety or half-part of or in the said mes-
 sage or tenement and appurtenances should be now sold, and the
 money arising therefrom invested as is hereinafter mentioned, hath also
 on behalf of himself and the said *T. R.* his son, contracted and agreed
 with the said *A. B.* for the absolute sale to him of the said other moiety
 and in the said messuage and tenement, for the further price or
 sum of 150*l.* and the said *A. B.* hath applied to the said *C. D.* and
E. F. and requested them to purchase the said two several moieties of
 and in the said messuage or tenement with the appurtenances, with
 part of the money which arose by the sale herein before mentioned,
 which they have agreed to do upon the said two several moieties of
 and in the said messuage and tenement, so agreed to be purchased as
 aforesaid, being conveyed and settled to the several uses and in the

And of the death of the said testator, &c. leaving a widow and two children, and that the widow is since deceased, On whose death the estate vested in the children.

And that *A.* afterwards in-termarried with *A. R.* and is since deceased, leaving issue *T. R.* whereby *R. R.* is seised of a moiety as tenant for life, with reversion to his son.

And is mar-ried again, and stands seised of the other moiety in fee-simple.

Contract with *A. B.* for the purchase of both moities.

Application
by him to his
trustees to
compleat the
purchase.
The intent of
this deed and
the considera-
tion.

Clause of
bargain, sale,
and release,
&c.
The person
being in
possession by
bargain for
a year.

Parcels.

General
words.

manner hereinafter declared and expressed, with proper covenants from the said *R. R.* for his procuring the said *T. R.* his son, to convey and assure his reversion, expectant on the death of his said father to the said uses. *Now this indenture witnesseth*, That in pursuance of the aforesaid agreement, and for and in consideration of the sum of 150*l.* of lawful money of *Great-Britain*, at the request and by the direction of *A. B.* (testified by his being made party to and executing these presents) to him the said *R. R.* and *M.* his wife, well and truly in hand paid by the said *C. D.* and *E. F.* at or before the sealing and delivery of these presents, the receipt whereof the said *R. R.* and *M.* his wife do and each and every of them doth hereby acknowledge, and thereof and of and from every part thereof, do and each and every of them acquit, release, and discharge the said *C. D.* and *E. F.* their heirs, executors, administrators, and assigns for ever, by these presents they the said *R. R.* and *M.* his wife, by the direction and appointment of the said *A. B.* testified as aforesaid, have and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and each of them doth grant, bargain, sell, alien, release and confirm unto the said *C. D.* and *E. F.* (in their actual possession, now being by virtue of a bargain and sale to them thereof made by the said *R. R.* and *M.* his wife, in consideration of 5*s.* by indenture bearing date the 10th day next before the day of the date of these presents, for one whole year commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of a statute made for transferring uses into possession,) and their heirs, that one undivided moiety or half-part, the whole into two equal parts to be divided, of and in all that messuage or tenement, orchard, garden and premises, heretofore divided into two dwellings, commonly called or known by the name of *H. C.* or by whatsoever other names, names the same or any part thereof are or is called or known, situated lying, and being in *M.* in the said county of *K.* formerly in the several tenures or occupation of *T. C.* and *R. H.* afterwards of *J. C.* and *A.* since of *J. M.* and *T. S.* and now of *P. M.* and which was purchased by the said *R. R.* of the said *T. F.* and conveyed to him by the said indenture of lease and release, bearing date respectively the 16th and 17th days of *July*, 1774, together with all and singular houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, ways, waters, water-courses, timber and other trees, woods, and underwoods, paths, passages, lights, easements, commons, common pasture, privileges, profits, commodities and advantages, hereditaments and appurtenances whatsoever, to the said one undivided moiety or half-part, the whole into two equal parts being divided, of and in the said messuage or tenement, and land, orchard, garden, and premises, herein before mentioned to be hereby granted and released as aforesaid, or to any of them or any part thereof, belonging or in any wise appertaining, or to or with the same or any part thereof, now or any time heretofore usually had, held, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken or known to be as part or parcel or member thereof or of any part thereof; and the reversions and reversions, remainder and remainders, rents, issues, profits, and produce thereof, and of every part and parcel thereof, or thereunto incident belonging or in any wise appertaining, and all the estate right, title, interest, use, trust, property, claim and demand whatsoever

mer, both at law and in equity, of him the said R. R. and M. his wife, of into or out of the said one undivided moiety or half-part, the whole into two equal parts being divided, of and in the said messuage or tenement, land, orchard, garden, hereditaments and premises or any of them, and every or any of them or any part or parcel thereof, with all and singular the appurtenances; together with all deeds, evidences, and writings, which relate to or concern the title of the said premises or any of them or any part thereof, which they the said R. R. and M. his wife or either of them, have or hath in their or either of their custodies, or can come by without suit in law or equity; **Together with all deeds, &c.**

Habendum; *have and to hold* the said one undivided moiety or half-part, the whole into two equal parts being divided, of and in the said messuage or tenement, land, orchard, garden, hereditaments, and all and singular other the premises, herein before mentioned to be hereby granted and released, and every or any of them, and every part or parcel thereof, with their and every of their rights, members, and appurtenances, unto the said C. D. and E. F. their heirs and assigns, to such of the same uses, upon such and the same trusts, to and for such and the same intents and purposes, and under and subject to such and the same powers, provisos, declarations and agreements in all respects as are contained by the said recited indenture of release or settlement of the 10th day of *February*, 1749, were limited, expressed, declared or contained, of or concerning the manors or other hereditaments, in the premises of Y. and L. thereby mentioned to be granted or released, to such and so many of such uses, trusts, intents and purposes, powers, provisos, declarations, and agreements as are now existing and determined, or capable of taking effect, and to and for no other intent or purpose whatsoever; **Covenant to levy a fine,** *And* he the said R. R. for himself, heirs, executors, and administrators, and for the said M. his wife, do covenant, promise, and agree to and with the said C. D. and E. F. their heirs and assigns, by these presents, that he the said R. R. and M. his wife, shall and will at the proper costs and charges of the said R. R. his heirs or assigns, before the end of *Easter* term now next ending the date hereof, or of some other subsequent term, acknowledge and levy before his majesty's justices of the common pleas at *Westminster*, one or more fine or fines, *sur consance de droit come ceo*, &c. and upon proclamations shall and may be had and made according to the form of the statute in that case made, and the usual course of law for the assurance of lands, unto the said C. D. and E. F. and their heirs, of all that the said moiety or half-part, the whole into two equal parts being divided, of and in the messuage or tenements, hereditaments and premises, herein before mentioned to be hereby granted and conveyed, with their and every of their appurtenances, whether alone or together with other hereditaments and premises, by such apt and convenient names, qualities, quantities, number of acres, and other descriptions as shall be thought sufficient and proper to describe the same, which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied and acknowledged, and all and every other fine and fines, and conveyances in law whatsoever, had, made, levied, suffered, or executed or to be had, made, levied, suffered, or executed, of the same premises or any part thereof, either alone or together, with other hereditaments and premises, by and between the said parties to these presents,

The clause of bargain and sale, release, &c. of the other moiety.

The purchasers being in possession by bargain and sale for a year.

Parcels.

General words.

sents, or any of them, or whereunto they, or any, or either of them, shall or may be party or parties, privy or privies, shall be and enure, and shall be adjudged, decreed, construed and taken, and so are and were meant and intended to be and enure, and are hereby declared by all the said parties to these presents to be and enure as to the same hereditaments and premises, and the conuzee or conuzees in the said fine or fines named or to be named, &c. and his or their heirs shall stand and be seised of the said hereditaments and premises, and every part and parcel thereof, to the several uses, for the ends intents and purposes, and under and subject to the provisos, powers, declarations, and agreements herein before mentioned and expressed of and concerning the same. *And this indenture further witnesseth.* That in pursuance of the said recited agreement, and for and in consideration of the further sum of 150*l.* of lawful money of *Great Britain*, to him the said *R. R.* (at the request and by the direction of the said *A. B.* testified as aforesaid) well and truly in hand paid by the said *C. D.* and *E. F.* at or before the sealing and delivery of these presents, the receipt whereof the said *R. R.* doth also hereby acknowledge, and thereof and from every part thereof, doth acquit, release, exonerate, and discharge the said *C. D.* and *E. F.* their heirs, executors, administrators, and assigns for ever, by these presents, he the said *R. R.* (by the direction and appointment of the said *A. B.* testified likewise as aforesaid,) hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said *C. D.* and *E. F.* (in their actual possession now being, by virtue of a bargain and sale to them thereof made by the said *R. R.* in consideration of 5*s.* by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and their heirs, all that other undivided moiety or half part, the whole into two equal parts to be divided, of and in all that messuage or tenement, orchard, garden, and premises, hereinbefore particularly described, and to which said last mentioned moiety of and in the said premises, the said *R. R.* is intitled for and during the term of his natural life as tenant by the courtesy of *England*, together with all and singular houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, ways, waters, water-courses, timber and other trees, woods, under-woods, paths, passages, lights, easements, commons, common of pasture, privileges, profits, commodities, and advantages, hereditaments, and appurtenances whatsoever, to the said other undivided moiety or half part, the whole into two equal parts being divided, of and in the said messuage or tenement, and lands, orchard, garden, and premises herein before last mentioned to be hereby granted and released as aforesaid, or to any of them or any part thereof, belonging or in any wise appertaining, or to or with the same or any part thereof, now or at any time heretofore usually had, held, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken or known to be as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, rents, issues, produce and profits thereof, and of every part or parcel thereof, or thereunto incident, belonging or in any wise appertaining:

Appointments.

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giving: And all the estate, right, title, interest, use, trust, property,
 claim and demand whatsoever, both at law and in equity, of him the
 said R. R. of into or out of the said one other undivided moiety or half
 part, the whole into two equal parts being divided, of and in the said
 messuage or tenement, land, orchard, garden, hereditaments and pre-
 mises, or any of them or any part or parcel thereof, with all and singu-
 lar the appurtenances. *To have and to hold* the said other undivided Habeendum.
 moiety or half part, the whole into two equal parts being divided, of
 and in the said messuage or tenement, land, orchard, garden, heredita-
 ments, and all and singular other the premises herein before last men-
 tioned to be hereby granted and released, and every or any of them,
 and every part and parcel thereof, with their and every of their rights,
 members, and appurtenances unto the said C. D. and E. F. their heirs
 and assigns, during the term of the natural life of the said R. R. to such
 uses, upon such and the same trusts, to and for such and the same in-
 tents and purposes, and under and subject to such and the same powers,
 provisoes, declarations, and agreements, in all respects, as in and by the
 said recited indenture of release and settlement of 2d day of February,
 1749, were limited, expressed, declared or contained, of and concerning
 the manors and other hereditaments in the said counties of Y. and L.
 thereby mentioned to be granted or released, or such and so many of
 such uses, trusts, intents, and purposes, powers, provisoes, declarations
 and agreements as are now existing undetermined or capable of taking
 effect, and to and for no other use intent and purpose whatsoever. *And*
~~whereas~~ in regard that the said T. R. the son will not attain his age of Recital of an
 21 years until the 26th day of November, which will be in the year agreement to
 1797 by reason whereof his said reversion expectant of the said moiety vest part of
 or half part of and in the said messuages, tenements, and premises last the purchase-
 herein before mentioned, to be hereby granted and released, cannot at money in the
 present be legally and effectually conveyed, it was previous to the sale funds in
 of the said last mentioned moiety and premises, offered and proposed trustees
 by the said R. R. and consented and agreed to by the said A. B. C. D. names, to
 and E. F. that the said sum of 150*l.* being the purchase-money agreed await the
 to be paid for the same moiety, should be invested in the purchase of 3 son's attain-
per cent. consolidated annuities, in the joint names of them the said C. ing his age
 D. E. F. R. R. and W. S. parties hereto, upon the trusts, for the of 21.
 intents and purposes, and subject to the provisoes and agreements here-
 in after expressed, declared and contained, of and concerning the same:
And whereas in pursuance of the said recited proposal and agreement,
 (and with the privity and consent, and at the request of the said A. B.)
 testified as aforesaid, they the said C. D. and E. F. have laid out and
 invested or caused to be laid out and invested the said last mentioned sum And that the
 of 150*l.* in the purchase of the sum of — 3 *per cent.* consolidated same sum has
 bank annuities, which have been duly transferred into, and are now been invest-
 standing in the joint names of the said C. D. E. F. R. R. and W. S. ed according
 who have accepted or do intend to accept the same, in the proper trans-
 fer books kept for that purpose at the Bank of England. *Now this in-*
denture further witnesseth, and it is hereby declared and agreed, by and
 between all the said parties to these presents, and it is the true intent
 and meaning of them and of these presents, that the said sum of — 3 Declaration
per cent. consolidated bank annuities, so transferred into and standing in of the trusts
 the names of them the said C. D. E. F. R. R. and W. S. as afore- of the stock,
 said, are and were so to them transferred only as trustees, and upon
 such

such trusts, and for such purposes, and under and subject to such agreements as are hereinafter mentioned, expressed, and declared of and concerning the same, (that is to say,) upon trust until the said T. R. shall attain his age of 21 years, or shall die under that age, or shall neglect or refuse upon his attaining such age, at the costs, charges, and expenses, of the said A. B. to convey and assure to the good liking and satisfaction of them the said C. D. and E. F. their heirs or assigns, or his, her, or their counsel in the law, all that the reversion in fee expectant upon the determination of the estate for life of the said R. R. of and in the said moiety or undivided half part, the whole into two equal parts being divided, of or in the said messuages, tenements, hereditaments, and premisses herein before last mentioned to be hereby granted and released, with the appurtenances to which the said T. R. is intitled, permit and suffer the said R. R. and his assigns, to receive and take all the interest, produce, and yearly proceed of the said sum of — — 3 *per cent.* consolidated annuities, to and for his and their own use and benefit, and in case the said T. R. shall attain his age of 21 years, and shall convey and assure the said reversion expectant of and in the said last mentioned moiety, or undivided half part of and in the said messuage or tenement, lands, hereditaments, and premisses, to the said C. D. E. F. their heirs and assigns, as aforesaid, upon trust, then and immediately thereupon or so soon after as conveniently may be, at the request costs and charges of the said R. R. his executors, administrators and assigns, to transfer and pay the said sum of — — 3 *per cent.* consolidated bank annuities, and all dividends and interest then thereupon due unto the said R. R. his executors, administrators or assigns, to and for his and their own use and benefit, and in case the said T. R. shall happen to die under the age of 21 years, or that he, or in case of his death, his heirs shall refuse or neglect within six months after his attaining his age of 21 years or death, to convey and assure in manner before mentioned, unto them the said C. D. and E. F. all that the said reversion, expectant of and in the said messuage or tenement, hereditaments and premisses, to which the said T. R. and his heirs are intitled as aforesaid, then in case the said C. D. and E. F. shall reconvey the said last mentioned undivided moiety of or in the said messuage, tenement, hereditaments and premisses, unto the said R. R. or his assigns, free from incumbrances made by the said C. D. and E. F. their heirs or assigns immediately upon such reconveyance, or in case the said C. D. and E. F. their heirs or assigns, shall retain the said last mentioned moiety or undivided half of or in the said premisses, during the term of the natural life of the said R. R. then immediately upon the decease of the said R. R. in trust for the said C. D. and E. F. their heirs and assigns, upon trust that the interest, dividends, and annual produce arising from such stocks or funds shall, from time to time, and until the same can be invested in a purchase of lands as in and by the said recited indenture of release and settlement of the 23d day of August, 1769, is expressed and directed, go and be paid to, and be had and received by such person or persons, and be applied to and for such intents and purposes, and in such course, order, and manner as the rents and profits of the hereditaments purchased as aforesaid, would have gone or been applicable unto in case such purchase had been completed. *Provided also,* and it is hereby further declared and agreed, by and between all the said parties to these presents, that whenever either of them the said C. D.

or *E. F.* or the survivor of them, or any future trustee to be appointed in their or either of their stead as hereinafter is mentioned, shall happen to die before the said trusts respecting the said sum of — 3 per cent. consolidated bank annuities shall be fully performed, then and in such case it shall and may be lawful to and for the survivor of them the said *C. D.* and *E. F.* and after the death of the survivor of them, then to and for the surviving trustee for the time being on the part and behalf of the said purchasers, to name and appoint one other fit and proper person as a trustee for the purposes aforesaid, in the room and stead of such of them the said *C. D.* and *E. F.* as shall so happen to die, and so from time to time and as often as any trustee so named and appointed shall happen to die whilst the aforesaid trusts, or any of them shall be subsisting. And in case either of them the said *R. R.* or *W. S.* shall happen to die before the aforesaid trust shall be performed, then and in such case it shall and may be lawful to and for the survivor of them, together with the executors or administrators of such of them as shall be then dead, and after the death of the survivor of them the said *R. R.* and *W. S.* then for the surviving trustee on the behalf of the said *R. R.* for the time being, to name and appoint one other fit and proper person as a trustee for the purposes aforesaid, in the room and stead of such of them the said *R. R.* and *W. S.* or such other trustee as shall happen to die, and so from time to time and as often as any trustee named in the behalf of the said *R. R.* shall happen to die whilst the aforesaid trusts or any of them shall be subsisting. *And it is hereby further declared and agreed,* by and between all the said parties to these presents that when and so often as any new trustee or trustees shall be named in manner and for the purposes aforesaid, in the room of the said future or present trustee or trustees, then and so often the surviving trustee or trustees for the time being of the said trust premises shall, at the costs and charges of the said *R. R.* his heirs, executors, or administrators, transfer, and make over the said sum of — 3 per cent. consolidated annuities, or so much thereof as shall be then remaining so and in such manner as that the same shall be legally and effectually vested in the joint names of such new trustee or trustees, and of such surviving trustee or trustees, upon such and the same trusts, intents and purposes, and by with and under such and the same powers, provisos, declarations and agreements as herein before mentioned, expressed and contained, or such of them as shall be then undetermined or capable of taking effect; and so from time to time and as often as the like shall happen. *Provided also,* and it is hereby further declared and agreed by and between all the said parties hereto and every of them, that they the said *C. D. E. F. A. B.* and *W. S.* and the survivor of them, his executors, administrators, and assigns, and such other new trustee, if any shall be appointed in pursuance of the last mentioned proviso, shall not be answerable or accountable for any loss or deficiency which may happen to the said trust property or any part thereof, or the interest or dividends thereof, or to the stock funds or other securities, upon which the same shall at any time be invested, so as the same shall happen without their wilful neglect or default, and that neither of them shall be answerable or accountable for the others or other of them, or for the acts, deeds, receipts, neglects or defaults, of the others or other of them, but each of them for his own acts, deeds, neglects, receipts, or defaults only, and that it shall and may be lawful to and for the the said *C. D. E. F. A. B.* and *W. S.*, and the survivor of them, and the executors and administrators of such survivor

Proviso for filling up the number on death of trustees.

The old trustee how to convey and assign.

Covenant
that R. R.
has done no
act to incum-
ber either of
the said
moieties.

And that he
is seised in fee
of one moiety
and of an
estate for life
in the other
moiety.

And that he
has good
right to con-
vey in man-
ner aforesaid,
the one moiety
in fee, and
the other for
life.

survivor and such other new trustee as aforesaid, from time to time, by and out of the said trust-monies, or the interest, dividends and proceeds thereof, as the same shall from time to time come to their hands, to retain and reimburse himself and themselves, and to pay and allow to his and their co trustee or co-trustees, all such costs, charges, damages and expences, as he or they shall sustain, expend, or be put unto in or about the execution of the trusts hereby in them reposed, or any of them or any thing relating thereto; and the said R. R. for himself his heirs, executors, or administrators, doth covenant promise and agree to and with the said C. D. and E. F. their heirs and assigns, that the said R. R. hath not at any time heretofore made, done, committed, nor executed, nor willingly, nor knowingly committed, or suffered to be made, done, committed or executed any act deed matter or thing whatsoever, whereby or wherewith or by reason or means whereof, the said moiety or undivided half-part of or in the said messuage or tenement, lands, hereditaments, and premisses first herein before mentioned to be hereby granted and released in fee-simple, or any of them or any part or parcel thereof, are or is or can shall or may be any ways charged, impeached, or incumbered in title, interest, charge, term, estate, or otherwise howsoever, or whereby the said other moiety or undivided half-part of or in the said messuage or tenement, lands, hereditaments, and premisses, last herein before mentioned to be hereby granted and released, for and during the natural life of the said R. R. are, is, shall or may be forfeited, surrendered, or otherwise avoided or avoidable, or whereby the same or any of them or any part or parcel thereof, are or is or can shall or may be any ways charged, impeached, or incumbered in title, interest, charge, term, estate, or otherwise howsoever, and that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said R. R. at any time heretofore made, done, committed, or executed to the contrary, he the said R. R. now at the time of the sealing and delivering of these presents is lawfully and absolutely seised of or in a good, sure, perfect, and indefeazable estate of inheritance in fee-simple, in possession to him and his heirs. of and in all that one moiety or undivided half-part of or in all and singular the said messuage or tenement, hereditaments and premisses first hereinbefore mentioned, and also of and in a good, sure, perfect, and indefeazable freehold in possession for term of his life, of and in all that other moiety of and in all and singular the said messuage or tenement, lands and hereditaments herein before last mentioned, to be by him to them the said C. D. and E. F. and their heirs, granted and released, and that he the said R. R. now at the time of sealing and delivering of these presents, hath in himself good right, full power, and lawful and absolute authority, by these presents, to grant, release, convey, and assure all and singular the said moiety or undivided half part of or in the said messuage or tenement, lands, hereditaments and premisses hereinbefore first mentioned, to be hereby granted and released to them the said C. D. and E. F. and their heirs in fee-simple, and to grant, release, convey, and assure all that the said other moiety or undivided half part of and in the messuage or tenement, lands, hereditaments and premisses herein before last mentioned, to be hereby granted and released unto the said C. D. and E. F. and their heirs, for an estate of freehold during the term of the natural life of the said R. R. with their and every of their appurtenances, in such manner and to and for such respective estates, uses, trusts, intents, and purposes

as aforesaid, according to the true intent and meaning of these presents, and that the same two several moieties of and in the said messuage or tenement, lands, hereditaments, and premisses respectively, and every part thereof, with their and every of their appurtenances, shall remain, continue, and be unto the said C. D. and E. F. and their heirs, for the respective estates hereinbefore mentioned, in the manner, to the uses, trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, declarations and agreements herein before mentioned, of and concerning the same, and shall and may be peaceably and quietly held and enjoyed without the lawful let, suit, trouble, molestation, hindrance, interruption, or denial of, from, by, or through the said R. R. his heirs or assigns, or any of them, or any other person or persons whomsoever having or lawfully claiming any estate, right, title, trust, or interest into or out of the same several premisses, and every or any part or parcel thereof, by, from, or under, or in trust for him, them, or any of them, or by, from, or under his, their, or any of their right, title, estate, or interest, and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise by the said R. R. his heirs, executors, or administrators, or some of them, well and sufficiently saved, defended, kept harmless and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, demises, appointments, jointures, dowers, rights and titles of dower, uses, intails, rents, and arrears of rent, statutes, judgments, executions, titles, charges and incumbrances whatsoever, had, made, done, committed, occasioned, or wittingly or willingly suffered or to be had made, done, committed, or wittingly or willingly suffered by him the said R. R. his heirs or assigns, or any of them, or by, through, or with their or any of their act, means, default, consent, privity or procurement; *And moreover* that he the said R. R. and his heirs, and all and every other person or persons whomsoever having or lawfully or equitably claiming, or who shall or may hereafter have, or lawfully or equitably claim any estate, right, title, trust, or interest, in, to, or out of the said two several and respective moieties or undivided half parts, of or in the said messuage, or tenement, hereditaments and premisses mentioned to be hereby granted and released as aforesaid, or any of them, or any part thereof, by, from, or under them, or any of them, or by, from, or under their or any of their right, title, estate or interest, shall and will from time to time, and at all times hereafter, at the request, costs, and charges in the law of the said C. D. and E. F. their heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better, more perfect and absolute conveying and assuring all that the said moiety or undivided half part of or in the said messuage or tenement, hereditaments and premisses hereinbefore first mentioned to be hereby granted and released as aforesaid, with their and every of their appurtenances unto the said C. D. and E. F. and their heirs, in fee-simple, and for the better, further, more perfect and absolute conveying and assuring the said moiety or half part of or in the said messuage, tenement, lands, and hereditaments hereinbefore last mentioned, to be hereby granted and to the said C. D. and E. F. their heirs and assigns, for and during the term of

For quiet enjoyment.

And for further assurance.

of

And lastly to procure the said T. R. to convey the reversion in fee expectant on the life of the said R. R. in manner before mentioned.

of the natural life of the said R. R. to and for the several uses, trusts, intents, and purposes, and with and under, and subject to the powers, provisoes, and agreements hereinbefore mentioned, of and concerning the same, be the same by fine or fines, common recovery or common recoveries, or any other matter of record or otherwise howsoever, as by the said C. D. and E. F. their heirs or assigns, or their or any of their counsel in the law, shall be lawfully and reasonably devised or advised and required, so as such further assurances contain in them no other covenant or other warranty than against the person or persons who shall be required to make and execute the same, and against his, her, or their own heirs or ancestors act and deeds respectively, and so as such person shall not be compelled or compellable to travel or go from the usual place of his or her abode for the doing thereof: *And lastly*, that he the said R. R. shall and will, within the space of six months after the said T. R. shall have attained his age of 21 years, or shall have departed this life under that age, cause and procure the said T. R. or his heirs, by good and sufficient conveyances and assurances in the law, to grant, convey and assure, or to join with the said R. R. or any other person that may be a necessary party to such conveyance in granting, conveying and assuring all that the said moiety or half part, the whole into two equal parts being divided, of and in the said messuages, tenements, hereditaments and premisses last herein before mentioned, to be hereby granted and released, and to which the said T. R. is intitled in reversion, in fee expectant upon the determination of the estate for life of the said R. R. and all the estate and interest of them the said T. R. and his heirs therein, unto the said C. D. and E. F. their heirs and assigns, free from all intails and incumbrances, and with usual and reasonable covenants, in such manner as by the said C. D. and E. F. their heirs or assigns, or their or his counsel in the law shall be reasonably advised, or devised and required: *In witness, &c.*

J. J. P.

Secondly, Appointments of Jointures, &c. on Marriages.

*Of a Jointure made before Marriage, pursuant to a Power
in a former Deed*

Parties.

Recitals.

THIS INDENTURE made, &c. *Between* the right honourable J. earl of A. in North Britain, lord viscount S. and one of her majesty's most honourable privy council in the kingdom of Ireland, and the right honourable J. lord P. son and heir apparent of the said J. earl of A. of the one part, and J. P. of, &c. and A. P. eldest daughter of the said J. P. of the other part: *Whereas* by indenture tripartite, bearing date the, &c. and made, or mentioned to be made, between the honourable E. H. widow, one of the daughters of the right honourable J. lord C. baron of T. deceased, the relict of J. H. esq; deceased, the said J. earl of A. (by the name of the right honourable J. earl of A. in North Britain, lord viscount S. and one of her majesty's most honourable privy council in the kingdom of Ireland,

In witness whereof, son and heir of the said J. H. by the said E. the right Honourable E. countess of A. wife to the said J. earl of A. and the said J. L. P. of the first part, W. C. and A. C. of the city of D. esqrs; of the second part, and the right honourable J. lord C. baron of T. and J. F. of the M. T. L. esq; of the third part, after reciting, as in the said indenture tripartite is recited (among other things) the manor of C. and D. herein after mentioned, and the proportioned lands, tenements and hereditaments herein after particularized, and intended to be hereby limited and appointed, were conveyed and limited to and for several uses, intents and purposes, and under and subject to several powers and provisos in the same indenture tripartite particularly mentioned and expressed; and in the said indenture tripartite is contained a power or proviso, that it should and might be lawful to and for the said J. earl of A. and the said lord P. during the life-time of the said earl, and to and for the said J. lord P. surviving him the said earl, to limit and appoint either before marriage or after, by any writing or writings, signed and sealed in the presence of two or more witnesses, the said manor of C. D. or either of them, or any part of them, to or for the use of any such woman or women as the said J. lord P. should happen to marry, for the life or lives of such woman or women, for and as a jointure to such women respectively; as by the said indenture tripartite, (relation being thereunto had) may at large appear: *And whereas* a marriage, by the consent of the said earl of A. testified by his being a party hereto, is intended to be shortly had and solemnized between the said J. lord P. and A. P. *Now this indenture witnesseth*, That in consideration of the said intended marriage, and for and in consideration of the sum of 10000*l.* of lawful, &c. to the said J. earl of A. with the consent of the said lord P. (testified by his being a party to, and signing and sealing of these presents,) in hand by the said J. P. at or before the sealing and delivery of these presents, as and for the marriage portion of the said A. P. the receipt and payment whereof the said J. earl of A. doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said J. P. his heirs, executors and administrators, by these presents, *They* the said J. earl of A. and J. lord P. by virtue and in pursuance of the said power to them reserved by the said indenture tripartite, and of all and every other power and powers enabling them, or either of them hereunto, or which is or are any way given, reserved or belonging to them, or either of them, or is or are now vested in them, or either of them, *have* limited and appointed and by this writing, signed and sealed by them the said J. earl of A. and J. lord P. in the presence of A. B. C. D. and E. T. credible witnesses, whose names are hereon indorsed, *Do*, and each of them *Doth* limit and appoint unto the said A. P. *All* that, &c. and the reversion and reversions, remainder and remainders, rents and profits of the said premisses; *To have and to hold* the said manors, proportions, and all and singular the premisses herein before mentioned and intended to be hereby limited and appointed, with their and every of their appurtenances, unto the said A. P. from and after the solemnization of the said intended marriage and the death of the said J. lord P. her intended husband, for and during the term of her natural life, for her jointure, and in lieu and bar of all dower, or thirds and title of dower, or thirds, which she shall or may have or claim out of any

Consideration.

Appoiatment.

Parcels.

Habendum.

Covenants.

any the manors, messuages, lands, tenements or hereditaments; whereof the said J. lord P. shall at any time during the intended coverture between him and the said A. P. be seised of any estate of inheritance: And the said J. earl of A. for himself, his heirs, executors and administrators, and the said J. lord P. for himself, his heirs, executors and administrators, do for themselves severally, and each of them doth covenant, grant and agree, to and with the said J. P. his heirs, executors and administrators, by these presents, in manner and form following, (that is to say) *Good right to limit and appoint; and also that she the said A. P. and her assigns, from and after the solemnization of the said intended marriage and death of said J. lord P. may peaceably enjoy for her life, free from incumbrances. (Vide Tit. Covenants in general.) In witness, &c.*

Appointment of a Jointure by an intended Husband for his intended Wife's Life, (the further Limitations to be expressed in another Deed) in Consideration of a large Portion, made pursuant to several Surrenders, giving him Power to appoint.

THIS INDENTURE TRIPARTITE, made, &c. *Between, Sir T. S. S. of, &c. Bart. (eldest son and heir of Sir E. S. late of, &c. by dame A. S. his widow and relict) of the first part, C. D. of, &c. spinster, (one of the daughters of Sir S. D. Knt. deceased, late one of the aldermen of the city of London) of the second part, and A. and B. [two covenantees] of the third part. Whereas by indentures of lease and release, bearing date, &c. the release being tripartite, and made, &c. between the said Sir E. S. and dame A. his wife, of the first part, T. H. of, &c. esq; since deceased, and W. B. of, &c. esq; of the second part, and S. H. of, &c. esq; and J. V. of, &c. esq; since deceased, of the third part, for the considerations therein mentioned, the said Sir E. S. Did grant and convey unto the said T. H. and W. B. (two covenantees) and their heirs, All that the manor of B. W. and (the parcel) &c. To hold the said manors, tithes, &c. and premisses unto the said H. and B. and their heirs, to the uses following, viz. As, to, for, touching and concerning all those messuages, &c. in W. aforesaid, To the use of the said H. and B. their executors, &c. for the term of 99 years, if the said Sir E. S. and dame A. his wife, or either of them, should so long live, upon the trusts therein mentioned declared and expressed; and from and after the determination of that estate, then as for and concerning the last mentioned premisses; And as, to, for and concerning all and singular other the manors, &c. therein and herein before mentioned, To the use of the said Sir E. S. for his life, remainder to trustees during his life to preserve the contingent remainders; and from and after his decease, To the use of the said dame A. S. for her life; and from and after the decease of the said Sir E. S. and dame A. his wife, To the use of the said S. H. and J. V. their executors, &c. and during the full time and term of 1000 years, without impeachment of or for any manner of waste, on the trust therein and herein after mentioned; and after the end, expiration, or other sooner determination of the said term of 1000 years, To the use of the said Sir T. S. S. for his life, remainder*

99 year term
in part of
premisses.

1000 years
term in other
part.

remainder to trustees during his life to preserve contingent remainders, remainder to the first and other sons of the said Sir T. S. S. in tail male, with divers remainders over ; *And as for, touching and concerning the said term of 1000 years, limited to the said S. H. and J. V. their executors, &c. It is by the said recited indenture tripartite declared,* that the same was so limited to them, *Upon trust* to raise for the younger children of the said Sir E. S. and dame A. his wife, the sums following, for the portions of such younger children ; that is to say, In case there should be but one such younger child, then such, younger child to have the sum of 10,000*l.* for his or her portion ; and in case there should be two or more such children, then such children to have the sum of 15,000*l.* for their portions to be paid as the said Sir E. S. should appoint ; and in default of such, appointment, the said sum of 15,000*l.* to be paid to such children, share and share alike, at their respective ages of 18 years or days of marriage, which should first happen ; *And on further trust* to raise maintenance for such children, not exceeding the interest of their portions ; and in the said indenture *tripartite*, it was *provided*, that if the said Sir E. S. should leave unto such child or children, any lands or tenements, goods or chattels, or should in his life-time advance them, by and with any sum or sums of money, then such sum or sums of ———, and the value of such lands, tenements, goods and chattels, should be accounted as part of their said portions, and in the said indenture *tripartite*, is contained a *power* enabling the said Sir T. S. S. when he should be in the actual possession of the aforesaid manors and premises, to assign, limit or appoint, unto or to the use of any woman or women, which he should marry, for the life of such woman for her jointure, all or any part or parts of the same manors and premises whereof he should be so in possession as aforesaid, as in and by, &c. (relation, &c.) *And whereas by indenture tripartite*, bearing date 30 April, &c. and made, &c. *Between* the said Sir T. S. S. of the first part H. S. and A. S. sisters of the said Sir T. S. and daughters of the said Sir E. S. of the second part, and the said S. H. of the third part, (after reciting the herein before recited indentures of lease and release, or to the same effect as they are herein before recited) and that the said Sir E. S. was dead, without making any appointment touching the said sum of 15,000*l.* and had left three young children, (to wit) the said H. S. A. S. and E. S. and that the said H. S. and A. S. were become intitled to 5000*l.* a-piece, and the said E. S. to so much money, as together with the copyhold estate after mentioned, would make up the sum 5000*l.* which ought to be raised out of the said premises, limited to the said S. H. and J. V. for 1000 years as aforesaid ; and also that the said J. V. was then dead, and that the said H. S. and A. S. had severally attained their ages of 21 years, and that the said Sir T. S. S. had paid, or to their good liking secured to them respectively the sum of 5000*l.* a-piece for their portions, and that the said Sir E. S. had left certain copyhold lands to descend to the said E. S. who then was, (and now is) under age, of the value of 2500*l.* or thereabouts, so that it was presumed there was only 2500*l.* due and to be raised for him, and that the said Sir T. S. S. was desirous to have it in his own power to make a jointure upon any woman whom he should think fit to marry, and that the said dame A. S. was content to join in such marriage settlement, and that in regard the said Sir T. S. S. was not in the actual possession of the said premises, he having only a remainder expectant on the determination

Declaration as to the 1000 years.

Portions for younger children.

Proviso, that when in actual possession, to appoint, &c.

Sir E. S. dead without appointment.

Two daughters of age, the portions secured.

Sir T. S. S. mindful to make a jointure, but

could not,
therefore de-
sired trustees
to surrender
part of pre-
misses.

Agreement
to surrender.

Rest to an-
swer the other
purposes.

Surrender.

Confirmation
of premises
excepted.

Upon trusts.

termination of the said term of 1000 years, he could not by the rules of law make a jointure on his marriage with any person, and therefore had desired the said *S. H.* (the said *J. V.* his co-trustee being dead) to surrender part of the said premises to the said Sir *T. S. S.* leaving a competent part of the said premises to answer and raise the said sum of 500*l.* or so much thereof as should be due to the said *E. S.* and that the said *S. H.* had agreed to surrender the greatest part of the said manors and premises to the said Sir *T. S. S.* and that the messuages, &c. called, &c. situate, &c. were to continue in the said *S. H.* for the residue of the said term of 1000 years, to answer such sum or sums of money, as were or should be due to the said *E. S.* and to indemnify the said *S. H.* and that in consideration thereof the said Sir *T. S. S.* had agreed to ratify and confirm the said last mentioned messuages, &c. to the said *S. H.* for the residue of the said term of 1000 years on the trusts therein and herein after mentioned; *It is witnessed*, that as well in performance of the said agreement, as in consideration of the sum of 5*s.* paid by the said Sir *T. S. S.* to the said *S. H.* he the said *S. H.* by the direction of the said *H. S.* and *A. S.* did surrender and yield up to the said Sir *T. S. S.* the said manors, &c. except, &c. *To hold* the said manors, &c. thereby surrendered or intended so to be, with their rights, members and appurtenances, (except as therein before exempted) unto the said Sir *T. S. S.* his heirs and assigns, from thenceforth for the residue of the said term of 1000 years then to come. *And it further witnessed*, that the said Sir *T. S. S.* in performance of the said agreement, and for 10*s.* paid by him to the said *S. H.* did ratify and confirm the said messuages, &c. thereby excepted, situate, &c. unto the said *S. H.* his executors, &c. for the then residue of the said term of 1000 years, (*sans waste*) upon these trusts, (that is to say) upon trust for raising of such sum and sums of money, to and for the said *E. S.* as at his age of 21 years, or before that time, shall be due to him by virtue of the said recited indenture of release, and the trusts thereby declared touching the said term of 1000 years, and after raising and paying the same, and the costs, charges and expences which shall be occasioned by the raising thereof, in the execution of the trusts by the same indenture *tripartite*, &c. and by the said indenture of release in the said *S. H.* reposed, then upon trust to indemnify the said *S. H.* his executors, &c. from all such costs, charges, damages and expences, as he should be put unto, bear, pay or sustain, for or by reason of the making such surrender as aforesaid, or otherwise relating thereunto, and after such indemnification, then upon such other trusts, and to such uses, intents and purposes, and subject to such restrictions, provisoes, conditions and agreements, as in the said indenture of release are declared or expressed touching the said term of 1000 years: *And whereas* by indenture bearing date on the 1st day of *July*, &c. made, &c. between the said dame *A. S.* of the one part, and the said Sir *T. S. S.* of the other part, after mentioning therein the herein before recited indentures of lease and release, and all the said uses in the same indenture of release limited subsequent to the said use for 99 years, and the said power enabling the said Sir *T. S. S.* when in actual possession of the premises, to make such limitation as aforesaid, to any woman he should marry, for her jointure, and that he was desirous to have it in his power to make a jointure upon any woman he should think fit to marry, and that the said dame *A. S.* was content to join in such marriage settlement, and

and that in regard the said Sir T. S. S. was not in the actual possession of the said premises, he having only a remainder expectant on the determination of the estate for life of the said dame A. S. and of the full term of 1000 years, he could not by the rules of law by virtue of the said power, settle a jointure on his marriage with any woman, and that therefore the said S. H. (the said J. V. his co-trustee being dead,) had surrendered unto the said Sir T. S. S. the said manors, &c. (excepting out of the same surrender several messuages, &c. which are no part of the messuages, &c. in the said indenture of the first of July last last mentioned and intended to be thereby surrendered, and that by reason of such surrender from the said S. H. the said Sir T. S. S. was become seised of an estate for his life in remainder, immediately expectant upon the determination of the estate of the said dame A. S. for her life;) *It is witnessed* that for the consideration therein mentioned, and enabling the said Sir T. S. S. to be in the actual possession of the said hereditaments and premises, there being then no other estate in the said premises precedent to the remainder of the said Sir T. S. S. then the estate of the said dame A. S. for her life, she the said dame A. S. at the request, by the direction and with the acceptance of the said Sir T. S. S. did * surrender and deliver up unto the said Sir T. S. S. the said manors, &c. as are herein after mentioned or intended to be hereafter assigned, limited and appointed, (being parcel of the said manors, hereditaments and premises, by the said indentures of lease and release purged as aforesaid) and the reversion, &c. and all her estate, &c. *And* unto the said T. S. S. and his assigns, to his and their use and benefit, for and during the natural life of the said dame A. S. as in, &c. relation, &c. respectively, &c. *And whereas* the said Sir T. S. S. by virtue of the said recited indenture tripartite of release, one of the two said recited deeds of surrender, is in the actual possession of the said manors, &c. herein after mentioned and intended to be hereafter assigned, limited and appointed, and hath power to assign, limit and appoint the same as herein after is mentioned: *And whereas* a marriage intended, &c. between the said Sir T. S. S. and C. D. and her dower or portion is the sum of 8000*l.* consisting of the sum of 3000*l.* ready monies, and in — — stock estimated to be now of the value of 5000*l.* *Now this Indenture witnesseth*, that in consideration of the said recited marriage, and for and in consideration of the sum of 3000*l.* of ready money of Great Britain, (part of the said sum of 8000*l.*) by, and to the said Sir T. S. S. in hand paid, at, &c. the receipt, &c. in consideration of the said — — stock of the value of 5000*l.* (residue of the said sum of 8000*l.* which are or are intended to be transferred to — — upon such trusts, and for such intents and purposes, as are or are intended to be declared and expressed of and concerning the same, in and by one indenture quadripartite (already ingrossed) bearing intending to bear even date with these presents, and made or mentioned or intended to be made between, &c. He the said Sir T. S. S. in pursuance and by virtue of his said power to assign, limit and appoint the manors, &c. herein after mentioned, and in pursuance and by virtue

Now Sir T. S. S. hath power to appoint.

Marriage.

Consideration of marriage portion.

Appointment.

* Several surrenders of the under-tenants leases to be made, and several parts of the lady S.'s surrender, and of the trustees of the term of 1000 years to be made, and a set of them to be kept by the young lady's trustees.

to C. D. the intended wife, after death of Sir T. S. S. her intended husband in lieu of dower.

tue of all and every other power and powers, enabling him the said Sir T. S. S. hereunto, or which is or are any ways given, reserved, or belonging to him, or is or are any ways vested in him the said Sir T. S. S. *Hath* assigned, limited and appointed, and by these presents *Doth* assign, &c. unto the said C. D. *All* that the manor of, &c. and the reversion and reversions, &c. *To have and to hold* the said manors, &c. herein before mentioned or intended to be hereby assigned, limited and appointed, with their and every of their rights, members and appurtenances, unto the said C. D. from and after the solemnization of the said intended marriage, and the death of the said Sir T. S. S. her intended husband, for and during the term of her natural life, for her jointure, and in lieu and bar of all dower and thirds, title of dower or thirds, which she the said C. D. shall or may have or claim of, in, or out of any of the manors, &c. whereof the said Sir T. S. S. shall at any time during the intended coverture between him and the said C. D. be seised of any estate of inheritance; and the said Sir T. S. S. for himself, &c. doth covenant, &c. (*Covenants that he has power to appoint, for peaceable enjoyment, and for further assurance. Vide Tit. Covenants.*) *In witness, &c.*

Of a Jointure by virtue of a Will.

P. B. seised; his will.

The answer.

TO ALL PERSONS to whom, &c. I P. B. late of, &c. (eldest son and heir apparent of J. B. of, &c. and devisee for life named in the last will and testament of P. B. late or heretofore of, &c. deceased) send greeting. *Whereas* the said P. B. deceased, was seised in fee of the manor of, &c. *And* being so seised and possessed, *He* the same P. B. by his said will duly executed, bearing date, &c. gave and devised all his said manors, &c. whatsoever and wheresoever, unto M. A. esq. and W. A. gent. and their heirs, to the several uses, upon the trusts, intents and purposes therein and herein after mentioned and expressed, *viz.* *To the use* of his the testator's first and other sons in tail male successively, with remainder to his cousin J. B. for his life, being the herein above named J. B. (with remainder to the said trustees, &c.) with remainder to his son P. B. (being the first herein above named P. B.) for his life, *With* power for him from time to time to settle, either before or after marriage, any part of the said premises thereby devised, (other than and except the lands lying in, &c.) not exceeding the value of 500*l.* sterling *per annum*, above all reprises (publick taxes only excepted) upon any woman which he the said P. B. should take to wife, for her life only, for her jointure, and subject to such power of making a jointure as aforesaid; *To the use* of the said M. A. and W. A. and their heirs, during the life of the said P. B. the son, in trust, to preserve the contingent uses therein after limited; with remainder to the first and other sons of the said P. B. in tail male successively, with other remainders over, *As* by the said will, duly proved by the executors thereof, (relation being thereunto had) more fully may appear: *And whereas* the said P. B. the testator dying without leaving any issue male of his body living, or born after his death, J. B. seised by the above named J. B. by virtue of the limitations in his said recited will, is now in the possession of the said thereby devised manors, &c. in the said will

P. B. died without issue, J. B. seised by the limitations in the said will

and premisses, and is entitled to the rents, issues and profits thereof during his natural life; and from and after his death, the said *P. B.* his son (in case he him survive,) will also, by virtue of the said will, be entitled to the possession of the said manors, &c. and premisses, and the rents, issues and profits thereof during his natural life, with power for him now, or at any time hereafter, to settle a jointure thereon on any wife he has or shall marry, in such manner as therein and herein above is mentioned; *Which* power has not yet been executed and performed by the said *P. B.* *Now know ye, and these presents witnesses,* That I the said *P. B.* (son of the said *J. B.*) In consideration of the marriage sometime since had and solemnized between me and *A.* my now wife, and of the love and affection which I have for the said *A.* my wife, and to the end and intent to make a provision for her future support and maintenance, (in case she shall survive and survive my father and me the said *P. B.* her husband) and for divers other good and valuable causes and considerations me hereunto especially moving, I the said *P. B.* (son of the said *J. B.*) in pursuance of and by virtue of the said power to me given in and by the said recited will of the said *P. B.* (the testator) and of all and every the power and powers and authorities whatsoever to me in any wise given, reserved and belonging, *Have* settled, limited, directed and appointed, and by this my present deed or writing (by me signed, sealed and delivered in the presence of — three credible witnesses, whose names are hereon subscribed) *Do* settle, direct, limit and appoint unto the said *A.* my now wife, as and for her jointure, during her natural life, the sum of 500*l.* sterling *per annum*, above all reprises, (publick taxes only excepted) to be issuing and payable out of all and singular the said manors, &c. situate in, &c. (save and except, &c.) the said yearly sum of 500*l.* to be paid to the said *A.* my wife, and her assigns, during her natural life, in full of her jointure, from and immediately after the several deceases of the said *J. B.* and the said *P. B.* his son, and the survivor of us, and to be paid by equal half yearly payments, (to wit) on *Michaelmas Day* and *Lady Day* yearly; the first of which half yearly payments to begin and be made to my said wife on such of the said days as shall first and next happen after the several deaths of the said *J. B.* and me the said *P. B.* his son and the survivor of us. *In witness, &c.*

Appointment
of a jointure,

Appointment by a Husband of so much of the Premises mentioned in a Will as shall be sufficient to pay 200l. per Annum, after his Death, to his Wife, for her Jointure, in case no other Settlement is made, with a special Covenant for securing the same.

THIS INDENTURE, &c. *Whereas, &c. (Recital of T. B. Will,) Now this indenture witnesseth, That He the said J. B. (by virtue and in pursuance of the power or authority to him given or reserved in and by the said will of the said T. B. as aforesaid, and by all and every other power and powers whatsoever enabling him thereto, or which is or are any way given, reserved or belonging to the said J. B.) Hath limited, appointed and assured, and by this his present deed indented or writing (signed, sealed and delivered in the presence of A. B. and C. three credible witnesses, whose names are hereon indorsed) Hath limit, &c. unto the said E. his Wife, All or so much of the said freehold messuages, &c. as in and by the said recited will of the said T. B. are directed to be by his executors so purchased and settled, to the uses and with and under the power aforesaid, shall be sufficient to answer and pay one annual rent of 200l. to the said E. during her life, clear of all taxes and deductions whatsoever; To have and to hold the said hereby limited messuages, &c. unto her the said E. and her assigns, from and immediately after the death of the said J. B. for and during the term of her natural life, at the yearly rent of a pepper-corn only, if demanded, and in full for the jointure of the said E. in such manner as hereinafter is mentioned and expressed: And to the end, intent and purpose, for the better and more effectual securing payment of the said annual or yearly rent of 200l. unto her the said E. and her assigns, during her life, for her jointure as aforesaid, (in case she shall survive and outlive the said J. B. her husband, and in case there shall be then no purchase or settlement made by the said executors of the said T. B. of such freehold messuages, &c. to the uses and with the power in manner as aforesaid.) then and in such case, He the said J. B. Doth hereby order direct and appoint, That (in the mean time, and until such purchase shall be made by the said executors of the said T. B. of the said freehold messuage, &c. and so settled to the several uses, and with and under the power herein before mentioned, limited and expressed touching the same, as aforesaid) they the said executors of the said T. B. and the survivors and survivor of them, his executors or administrators shall and do from the time of the death of the said J. B. by and out of the interest and produce of the surplus of monies or residue of the said testator's estate so remaining in hands for purchasing as aforesaid pay, or cause to be paid, unto her the said E. or her assigns, during her natural life, the said annual or yearly rent of 200l. of lawful British money; the same to be paid on the two half-yearly feast-days following, (viz.) on, &c. the first of which half yearly payments to begin and be made on such of the said feast days as shall first and next happen after the death of the said J. B. and that the receipt*

of her the said E. shall at all times be good and sufficient discharges to them the said executors for the same; which said settlement so to be made as aforesaid of the said messuages, lands and hereditaments herein before limited to her the said E. for her jointure as aforesaid, of the said annual or yearly rent of 200*l.* so secured and payable to her the said E. until such settlement so made in manner as aforesaid, (when the same shall be so paid and continue payable in manner as aforesaid,) is by her the said E. hereby taken and accepted to be in full for her jointure; and the same is hereby agreed and declared to be in lieu and bar of all dower or thirds, and title of dower or thirds, which she the said E. can, shall or may at any time have or claim out of any manors, messuages, &c. whereof or wherein he the said J. B. at any time during the present coverture between him and the said E. his wife, shall be seised of any estate of inheritance; And the said J. B. for himself, his heirs, executors and administrators, Doth hereby covenant, promise, grant and agree to and with the said ———— and ————, their executors, administrators and assigns, That in case no such purchase of all or any of the said freehold messuages, lands and hereditaments, shall by the executors of the said T. B. be so made and settled to the several uses, and with and under the power herein before mentioned, limited and expressed, of and concerning the same, in manner as aforesaid, that no such settlement being made, they the said executors of the said T. B. by, with and out of the interest or profits of the surplus monies so remaining in their hands to purchase aforesaid, shall neglect or refuse to pay the said annual or yearly rent of 200*l.* unto her the said E. and her assigns, during her life, in manner as is by him the said J. B. herein before directed and appointed for that purpose; that then and in such case, but not otherwise, the said executors or administrators of him the said J. B. shall and will from the time of the death of the said J. B. and of such settlement being not made, and in default of payment of the said annual rent to the said executors for the jointure of her the said E. as aforesaid) shall and truly pay, or cause to be paid, unto the said E. and her assigns, during her life, the said annual or yearly rent of 200*l.* on the two half-yearly feasts, and in manner as is directed and appointed to be paid to the said executors, in case of no such settlement made as aforesaid; and then and in such case also (but not otherwise) he the said J. B. as a further security for payment of the same annual sum for the jointure of her the said E. doth hereby subject, charge and make chargeable and liable all such real and personal estate, as he the said J. B. shall die seised or possessed of, to and with the payment of the said annual or yearly rent of 200*l.* unto the said D. his wife and her assigns, for her use during her life, at the times and in manner as aforesaid. In witness, &c.

Appointment of an Estate by a Husband to his second Wife, made after marriage in Consideration of her Portion, subject to a Charge for his Daughter by his first Wife, with Power to make Leases. Habendum from his Death for her Life.

P. J.'s marriage settlement, whereby he settles an estate to several uses, with proviso of revocation. Indorsement of revocation thereon, except, &c.

Confirmation of uses.

THIS INDENTURE made BETWEEN E. J. of, &c. esq. (one of his majesty's counsel in the law) of the one part, and P. J. of, &c. esq. eldest son and heir apparent of the said E. J. and D. the wife of the said P. J. late D. C. spinster, of the other part. *Whereas* by indenture *quadrupartite*, bearing date, &c. made upon and before the intermarriage of the said P. J. with E. his late wife deceased (daughter of Sir W. B. of, &c. bart.) the said E. J. *did* convey and settle his several messuages, &c. in the same indenture particularly mentioned, *To the several uses* and upon the several trusts and subjects to the provisos, limitations and agreements therein limited and declared, of and concerning the same: *And whereas* the said E. J. *did* by an indorsement bearing date, &c. written upon the back of the said indenture *quadrupartite* of settlement, (by and with the consent of the said Sir W. B. and C. B. in pursuance of the power to him reserved and given, in and by the said indenture of settlement for that purpose absolutely revoke and make void all and every the uses, trusts, estates and limitations, therein limited and declared, of or concerning the said therein mentioned messuages, &c. and every of them (other than and except the therein mentioned term of 1000 years, and all the trusts thereof which was intended to remain and continue in full force for the raising and paying of the sum of 3000*l.* portion to E. J. his daughter and only issue of the said P. J. by the said E. his late wife and of the yearly maintenance therein mentioned and expressed, to be provided for her until the said portion should become payable): *And whereas* by indenture of lease and release bearing date the day next before the release, and the release being *tripartite*, and bearing date &c. and made between the said E. J. (by such name and addition therein is mentioned) of the first part, T. R. of, &c. esq. (one of his majesty's counsel in the law) and W. B. of, &c. esq. of the second part, the said P. J. and W. J. and G. J. (the two younger sons of the said E. J.) of the third part (reciting as herein before is recited) the said E. J. for the consideration therein mentioned. *did* grant, release and confirm unto the said T. R. and W. B. (among other things) the several messuages, &c. herein after particularly mentioned, and intended to be hereby assigned, limited and appointed; *to hold* to the said T. R. and W. B. and their heirs, to the several and respective uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements, therein and herein after in part limited and declared of and concerning the same, that is to say, *To the said P. J. for and during the term of his natural life, with impeachment of waste, with remainder to the use of the said T. R. and W. B. and their heirs, during the life of the said P. J. to serve the contingent remainders thereof in such manner as there is therein mentioned; with remainder to the first, second and all and every*

either the son and sons of the body of the said P. J. lawfully begotten or to be begotten, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, in such manner as therein mentioned, with several other remainders over, in manner as therein also is mentioned; in which same indenture *tripartite* (among other provisos) there is contained a proviso to this or the like effect following, *viz. Provided always*, and it is hereby declared and agreed by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said P. J. by any writing or writings under his hand and seal testified in the presence of, &c. (by and with the consent of the said E. J. if he be then living) and after his decease, at his own free will and pleasure, to assign, limit or appoint so much and such part and parts of the said messuages, &c. as in and by the said in part recited indenture *quadrupartite* were limited, in use to the said E. the late wife of the said P. J. for her jointure, as in the whole shall not exceed the yearly value of 250*l.* Subject to such leases, charges and estates as shall happen to be thereof before made by virtue of any the powers in these presents contained, any or either of them, unto or to the use of any woman or women which he the said P. J. shall happen to marry or take to wife either before or after such marriage had, for the life or lives of such wife or wives only, for her or their jointure or jointures; any thing, &c. notwithstanding, as in and by, &c. (amongst other things therein contained) relation, &c. And whereas a marriage hath been had and solemnized between the said P. J. and the said D. his wife: Now this Indenture witnesseth, That for and in consideration of the said marriage so had as aforesaid, and of the marriage portion, part of which he the said P. J. hath had and received with the said D. and also in consideration of the natural love and affection which he the said P. J. hath for and beareth to the said D. his wife, and for settling a jointure and making a provision for her better support and maintenance, in case she shall happen to survive the said P. J. her husband, and for divers other good causes and valuable considerations, him the said P. J. thereunto especially moving, He the said P. J. (in pursuance and by virtue of the power, &c. by and with the consent of the said E. J. testified, &c.) Hath assigned, limited and appointed, and by these presents (by this his deed or writing under his hand and seal signed, sealed and delivered in the presence of ——— three credible witnesses whose names are hereon indorsed,) Doth assign, &c. the said D. J. his wife, All those, &c. and appurtenances whatsoever to the said herein before mentioned and intended to be hereby assigned and limited premises belonging or in any wise appertaining; All which said hereby limited premises are now of the clear yearly value of ——— taxes only excepted, and were formerly limited to the said E. late wife of the said P. J. for her jointure, or as part thereof; To have and to hold all and singular the herein before mentioned and assigned, limited and appointed messuages, &c. with their and every of their appurtenances, from and immediately after the death of the said P. J. unto and to the use of her the said D. J. and her assigns, for and during the term of her natural life only, as and for the jointure of her the said D. and in full lieu and bar of all such dower and thirds, as the said D. can, shall or may have or be intitled unto, of, in, to or out of any of the real estate, whereof, or wherein the said P. J. shall,

Proviso for P. J. to make appointment.

Subject to leases, &c.

A marriage had.

Consideration.

Appointment.

Parcels.

Habendum.

Subject to
3000*l.* secured
by the cited
settlement,
and to leases,
&c. for the
daughter of
the first mar-
riage.
Power for the
second wife
to make leases
for 21 years.

Proviso that
the husband
by the wife's
consent may
revoke this.

at any time during his life, be seised of interested in, or intitled unto, *Subject nevertheless* to the said sum of 3000*l.* secured by the first re-
cited settlement for E. J. daughter of the said P. J. by his first wife,
and also to such leases, charges and estates as shall happen to be
thereof made, by virtue of any of the powers in the said last in part
recited indenture *tripartite* contained. *Provided always*, and it is
hereby expressly agreed and declared by and between all the parties
to these presents, that it shall and may be lawful to and for the said
D. J. (when and as she shall be in the actual possession of the before
mentioned hereditaments and premises, by virtue of the limitation
aforesaid, from time to time during her life, by any deed or deeds
indented under her hand and seal, to be by her duly executed from
time to time, to make any lease or leases in possession, but not in re-
version or remainder, or by any way of future interest, of all or any
part of the said hereby limited and appointed hereditaments and
premises, whereof she shall be so in possession as aforesaid, unto any
person or persons for any term or number of years not exceeding 21,
so as no such lease, by any express words therein to be contained, be
made punishable of waste, and so as upon all and every such lease
and leases there be reserved to continue payable, during the conti-
nuance thereof respectively, the best and most improved yearly rents
that can be reasonably had or obtained for the same, without taking
any sum or sums of money, or other thing or things by way of fine
or income for the same, and so as in every such lease there be con-
tained a clause of re-entry for non-payment of the rent or rents
thereby to be reserved, and so as the lessee and lessees, to whom
such lease or leases shall be made as aforesaid, seal and deliver a
counterpart or counterparts of such lease and leases respectively to
be made as aforesaid. *Provided always*, and lastly it is hereby ex-
pressly agreed and declared by and between all parties hereto, and
the true intent and meaning of them and of these presents, is, that it
shall and may be lawful to and for the said P. J. at any time or times
hereafter during his life, with the consent of the said D. his wife in
writing, testified by two or more witnesses, but not otherwise, by any
deed or deeds, writing or writings to be by him sealed and delivered
in the presence of two or more credible witnesses, to revoke, alter
annul or make void these presents; any thing herein contained to the
contrary thereof in any wise notwithstanding. *In witness, &c.*

*Appointment and Grant, by an intended Husband to an intended Wife,
of a Jointure, in Consideration of her Covenanting to levy a Fine,
&c. when of Age, by her Guardian's Consent, of her Estate, &c.
to the several Uses, with Proviso to be void if no such Fine, &c.
levied.*

Parties.

THIS INDENTURE made, &c. BETWEEN the right ho-
nourable P. H. lord O. commonly called lord marquis of C,
eldest son and heir apparent of the most noble P. duke of L. who is
the only son and heir of the most noble T. late duke of L. deceased,
of the first part, dame J. P. widow and relict of Sir T. P. bart. de-
ceased, and formerly the wife of R. H. late of, &c. esq. deceased,
of the second part, J. H. spinster, one of the two daughters and co-
heirs

heirs of the said R. H. by the said dame J. P. of the third part, the
 honourable R. P. esq. one of the barons of his majesty court of ex-
 chequer at *Westminster*, G. T. of, Esq. and H. B. of, Esq. of
 the fourth part, and the right honourable N. earl of S. the right ho-
 nourable E. earl of O. and earl M. and W. lord C. baron C. of H. M.
 of the fifth part. *Whereas* by indenture *tripartite* bearing date on, Recital of a
 Esq. and made, Esq. between the said T. late duke of L. since deceas- settlement.
 ed, of the first part, the honourable J. B. of, Esq. and the ho-
 nourable J. H. of, Esq. of the second part, and the right ho-
 nourable M. earl of A. the right reverend father in God P. lord bishop
 of M. D. and R. F. the younger of, Esq. of the third part, *divers*
 manors, Esq. are therein settled, limited and conveyed for several Power for
 estates, and to divers uses, intents and purposes, and subject to se- lord marquis
 veral provisos, conditions and agreements therein mentioned and ex- of C. to make
 pressed; in which said in part recited indenture there is contained a an appoint-
 proviso, that it should and might be lawful to and for the said P. H. ment.
 commonly called lord D. and now lord O. commonly called marquis of
 C. (party to these presents) from time to time and at any time there-
 after, being intitled to the immediate freehold of the manors, Esq.
 limited in use to him for his life, by virtue of any limitations in the
 said in part recited indenture, and not before; or otherwise by his
 indenture or writing or writings under his hand and seal, attested by
 three or more credible witnesses, to assign, limit or appoint any part
 of the said manors, Esq. (other than except, Esq.) whereof he should
 be intitled to the immediate freehold, by virtue of any the limita-
 tions before in the said in part recited indenture contained, (*subject* to
 such charges, leases and estates as were thereby limited, or as should
 happen to be thereof before made or granted by virtue of the powers
 in the said in part recited indenture comprized, or any of them.)
 unto and to the use of any woman or women which the said
 P. H. O. then commonly called lord D. now lord O. commonly
 called lord marquis of C. at any time thereafter should happen to
 marry or take to wife or wives, for the life or lives of such wife or
 wives only for her or their jointure or jointures, so as such part of the
 said premises so to be assigned, limited or appointed, unto or to the use
 of such woman or women as aforesaid, by the said P. H. O. then
 commonly called lord D. now lord O. commonly called lord marquis
 of C. should not, at the time of such assignment, limitation or appoint-
 ment made, exceed the yearly value of 1500*l.* any thing in the said in
 part recited indenture contained to the contrary in any wise notwith-
 standing: *And whereas* the said J. H. as one of the two daughters and J. H. seized
 co-heirs of the said R. H. her late deceased father, or otherwise, is of a moiety
 lawfully seized in her demesne as of fee-simple, fee-tail, or some other her father's
 good estate of inheritance, of and in one undivided moiety of all and sin- estate.
 gular the manors, Esq. of her said late father at the time of his death,
 or which have otherwise accrued or been derived unto, or vested in Marriage in-
 her. *And whereas* a marriage is by the grace of God intended shortly tended be-
 to be had and solemnized between the said marquis of C. and the said tween mar-
 J. H. but in regard the said J. H. hath not fully attained her age of quis of C. and
 21 years, the the said J. H. by reason of such her minority, is at pre- J. H. who is
 sent unable to make any settlement or conveyance of her real estate: a minor.
Now this Indenture witnesseth, That in consideration of the said intended Consideration.
 marriage, and of the provision hereby made or agreed to be made by the

Power for her
to make ac-
quittances.

assigned, limited and appointed, unto the said J. H. as and for her jointure as aforesaid, shall from and after the death of the said marquis of C. by the heirs, executors or administrators of the said marquis of C. be freed and cleared from all manner of taxes, deductions or abatements, assessed or to be assessed by parliament or otherwise howsoever, during the term of the natural life of the said J. H. *And as for and concerning* the said estate and term of 99 years herein before granted to the said R. P. G. T. and H. B. their executors, administrators and assigns, (if the said P. H. lord O. commonly called lord marquis of C. and the said J. H. shall so long jointly live; *It is agreed and declared* by all and every the said parties to these presents, that the same is so limited to them *(upon trust)*, and to the intent and purpose, that the said R. P. G. T. and H. B. their executors, administrators and assigns, until the said intended marriage shall take effect, and shall and do permit and suffer the said marquis of C. and his assigns, to receive the rents, issues and profits of the fee-farm rents and premises to them demised for the said term of 99 years as aforesaid, to his and their sole use and benefit, and from and after the solemnization of the said intended marriage, *Upon trust* during the joint lives of the said P. H. lord O. commonly called lord marquis of C. and the said J. H. by and out of the rents, issues and profits of the same premises so demised to them for 99 years, as aforesaid, to raise the yearly rent or sum of 500*l.* of lawful money of *Great Britain*, free and clear of all taxes, deductions or abatements, assessed or to be assessed by parliament, or otherwise howsoever, and to dispose of the same not unto the said marquis of C. or to any other person or persons by his direction or appointment; but to pay the same by quarterly payments, at the four most usual days of payment in the year, That is to say, the feast of, &c. by equal portions, to such person or persons only, and to and for such uses, intents and purposes only, and only in such manner as the said J. H. by any note or writing under her hand, notwithstanding her coverture, shall direct and appoint, and shall not dispose thereof, or any part thereof, in any other manner or to any other use, or by any other direction or appointment whatsoever; the same being intended to be unto her the said J. H. during the joint natural lives of him the said marquis of C. and the said J. H. as a private and separate provision for her own private and personal expenses, wherewith the said marquis of C. shall not nor may not at all intermeddle; the first payment thereof to begin and to be made on the feast of St. John the Baptist next ensuing the solemnization of the said intended marriage, and shall dispose of the residue of the rents, issues and profits of the same premises, over and above the said yearly sum of 500*l.* unto the proper hands of the said marquis of C. or to such person or persons as he the said marquis of C. shall from time to time direct and appoint. *And it is further declared and agreed*, by and between all and every the said parties to these presents, That upon receipt or disposal of any sum or sums of money, part of the said yearly rent or sum of 500*l.* the said J. H. as well being married as if sole, shall and may make and give acquittances, testifying the receipt thereof, that such acquittances shall be good and sufficient against him the said marquis of C. his heirs and assigns, and against her the said J. H. her executors, administrators and assigns, and every of them, and that they the said R. P. G. T. and H. B. &c. *(Covenants that trustees shall not be chargeable*

peaceable for one another, that the marquis of C. has power to appoint and make the demise for 99 years, and for peaceable enjoyment. Vid. Tit. *Covenants.*) Provided always, and the jointure hereby limited and appointed to and for the said J. H. and also the said demise for 99 years, herein before mentioned, for the securing of the said yearly sum of 500*l.* for the separate use of the said J. H. is upon this express condition, and it is the true intent and meaning of these presents and of all the parties hereunto, that if the said intended marriage shall take effect, and that the said J. H. shall attain the age of 21 years, and shall not within the space of six months after her said age of 21 years, at the proper costs and charges, and after the reasonable request of the said lord marquis of C. his executors or administrators, join with the said lord marquis of C. or in case of his death, shall not alone levy suffer and execute one or more fine or fines, recovery or recoveries, and any such other proper and reasonable conveyance or conveyances, assurance or assurances, as by the said lord marquis of C. his heirs or assigns, or his or their counsel in the law, shall be reasonably advised and required for the conveying and assuring of all her said moiety of the said manors, &c. unto and to the use of the said lord marquis of C. his heirs and assigns for ever, subject to the payment of the said sum of 12000*l.* and interest as aforesaid, that then the jointure hereby limited and appointed to and for the said J. H. and the said term of 99 years, shall cease, determine and be utterly void and of none effect; any thing, &c. notwithstanding. And whereas the said dame J. P. hath, by the direction of the high court of chancery, received an annual allowance for the education and maintenance of her said daughter J. H. by the hands of the receiver of the rents, issues and profits of her said daughter's real estate, and by and upon a reasonable computation hath expended such allowance in her said daughter's maintenance and education, he the said P. H. lord O. commonly called the lord marquis of C. Doth hereby covenant, promise and agree, to and with the said dame J. P. her heirs, executors and administrators, that as soon as the said intended marriage shall be had and solemnized, he the said marquis of C. shall and will release unto the said dame J. P. all and all manner of action and actions at law, and suit and suits in equity accounts and demands, which he by virtue of the said intended marriage shall or may have against the said dame J. P. for or by reason, means or occasion of her receipt and receipts from time to time, of the said annual allowance or otherwise relating unto or touching or concerning the same. In witness, &c. See Tit. *Schedule.*

Proviso, in case the fine is not levied, nor the recovery suffered, the jointure, &c. to cease.

J. H.'s annual allowance received by her and paid by dame J. P. by direction of the chancery, covenanted to be released.

An Appointment of a Jointure (pursuant to a Power in a Will) by the intended Husband, after his Death, for his Wife for Life; and a Demise to Trustees for a Term of Years, of the Premises appointed for securing an Annuity for her separate Use; and a Charge on Lands to provide for Daughters, and a Covenant (pursuant to an Agreement that the Wife's Portion is in Satisfaction of Legacies, &c.) for the Husband to make a Release, and to ratify Partitions of an Estate.—1 Horsem. 33.

Recitals.

A will.

A decree.

Intended marriage.
In consideration of marriage portion,

and for making settlement and jointure.

The husband makes an appointment of lands, &c.

of the value of 500*l* per annum, which were part of Sir B. B.'s real estate, but not subject to the trusts in his will.

THIS INDENTURE TRIPARTITE made, &c. Between A. B. of, &c. grandson of Sir B. B. late of, &c. deceased, of the first part, C. D. of, &c. of the second part, and E. F. of, &c. and F. F. spinster, one of the daughters of the said E. F. of the third part. *Whereas* &c. (Recital of the grandfather's will, whereby he devises to his grandson A. B. his lands for life, sans waste; remainder to trustees to preserve contingent remainders; remainder to the first and other sons in tail male with power to make a jointure in proportion to the wife's portion, &c. and of a decree in Chancery, whereby the will was established); *And whereas* a marriage is intended, &c. between the said A. B. and E. F. *Now this Indenture witnesseth*, That in consideration of the said intended marriage, and of the sum of 6000*l*. of, &c. to the said A. B. in hand, &c. by the said E. F. in full for the marriage portion of the said F. F. his daughter, the receipt and payment of which said sum of 6000*l*. accordingly, he the said A. B. doth acknowledge, and thereof, &c. doth acquit, &c. the said E. F. his, &c. and for making such settlement, jointure and provision of maintenance for the said F. F. (in case she shall, after the said intended marriage had, happen to survive and over-live the said A. B. her intended husband,) as he the said A. B. is empowered and enabled to make by virtue of and according to the true intent and meaning of the said recited will of the said Sir B. B. *He* the said A. B. pursuant to, and by force and virtue of the said power and authority to him given, for making or limiting such jointure as aforesaid, and of all and every other power and powers, authority and authorities, to him in that behalf given, or any ways enabling him thereunto, *Hath* granted, settled, directed, limited and appointed, and by, &c. *Doth* grant, &c. unto and upon the said F. F. his intended wife, *All* that, &c. in the tenure, &c. all which said herein before granted, &c. messuages, &c. now are, or late were in the several tenures, possessions or occupations of the several tenants herein before named, or their several assignees, lessees or undertenants, or of some other persons as tenants to him the said A. B. at and under the several yearly rents herein before particularly mentioned, or some other yearly rents, amounting in the whole to the yearly sum of 500*l*. or thereabouts, and are part and parcel of the real estate late of the said Sir B. B. whereof he the said A. B. is now in the actual possession by virtue of, or under the said in part recited will, and are such part of the said estate late of the said Sir B. B. as is not, nor will be necessary for the performance of the trusts in his said will, (the residue and remainder of the freehold, copyhold and leasehold estates late of the said Sir B. B. included and comprised in his said will,

will, and thereby subjected to the said trusts, being much more than will be necessary and sufficient for the performance of the same trusts) and also all yearly and other rents, &c. of the said messuages, &c. herein before granted, &c. as aforesaid, or mentioned, &c. and every of them, and of any part and parcel thereof; *To have and to ho'd* the said messuages, &c. hereby, or mentioned or intended to be hereby granted, &c. as aforesaid, with their and every of their appurtenances, unto and to the use and behoof of the said *F. F.* and her assigns, for and during the term of her natural life for her jointure, to commence in possession from and immediately after the decease of him the said *A. B.* her intended husband, (in case the said intended marriage shall take effect, and she shall happen to survive him,) and to be in lieu, bar and satisfaction of the dower and thirds at common law, which she the said *F. F.* can or may have or claim of, in, to or out of all and every or any of the manors, &c. of the said *A. B.* her intended husband, or whereof or wherein he or any person or persons in trust for him now is, or at any time hereafter during the said intended coverture shall be seised of any estate of freehold or inheritance. *And this Indenture further witnesseth,* That in consideration of the said intended marriage and marriage portion, and of the great love and affection which he the said *A. B.* hath and beareth unto the said *F. F.* his intended wife, and of the sum of 100. *l.* of, &c. to him in hand paid by the said *C. D.* and *D. E.* at, &c. the receipt, &c. he the said *A. B.* *Hath* granted, bargained, sold and demised, and by, &c. *Doth*, &c. unto the said *C. D.* and *D. E.* their executors, administrators and assigns, *All* and every the said messuages, &c. herein before granted, settled, limited and appointed, unto and upon the said *F. F.* for her life, for her jointure as aforesaid, with their and every of their appurtenances, and the reversion, &c. *To have and to hold* the said messuages, &c. unto the said *C. D.* and *D. E.* their executors, &c. from the day next before the day of the date of these presents, for and during the full time and term, and unto the full end and term of 99 years from thence next ensuing and fully to be compleat and ended, if they the said *A. B.* and *F.* his intended wife shall both of them so long jointly live; *Upon the trusts*, and to and for the intents and purposes, and under and subject to the proviso and agreement herein after mentioned, expressed and declared of and concerning the same term, (that is to say,) in trust for the said *A. B.* and his assigns, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then upon trust, and to the intent and purpose that they the said *C. D.* and *D. E.* and the survivor of them, his executors, &c. shall and do yearly and every year, by and out of the rents, issues and profits of the said messuages, &c. so demised, or mentioned to be demised as aforesaid pay or cause to be paid by four equal quarterly payments, on the four most usual feasts or days of payment in the year, (that is to say) &c. free, &c. the several yearly sums of money, and for the several and respective times next herein after mentioned, (that is to say,) the yearly sum of 120*l.* of, &c. until the feast day of, &c. which shall be in the year, &c. (if they the said *A. B.* and *F.* his intended wife shall both of them so long live) and then and from thenceforth, and from and after the said feast day of, &c. the yearly sum of 250*l.* of, &c. for and during the joint lives of them the said *A. B.* and *F.* his intended wife, both the said yearly sums to be paid into the proper hands of her the said *F. F.* or to such person

To the wife for life after the husband's death.

Demise to trustee of the same premises for 99 years.

Upon trust.

After the marriage to pay the wife an annuity for her separate use,

and her receipt to be sufficient.

And upon trust to permit the husband to take the residue of the profits.

Charge of lands to provide for daughters,

without prejudice to the jointure and subject to the trusts in the will.

or persons, and for such uses and purposes as she, without the said A. B. by any note or writing under her hand, shall from time to time, notwithstanding her coverture, direct or appoint; the same to be for her own sole and separate use and benefit, exclusive of the said A. B. and not to be liable or subject to his controul, debts or incumbrances, but to be disposed of by her for her clothes, and such other uses and purposes as she shall think fit; and her receipt, or the receipts of the person or persons to whom she shall appoint the said monies to be paid as aforesaid, under her or their respective hand or hands, shall from time to time, notwithstanding her coverture, be sufficient discharges to the person or persons who shall so pay the same, for so much of the said several yearly sums for which such receipts shall be given; the first payment of the said yearly sum of 120*l.* to begin and be made on such of the said feasts or days of payment as shall first and next happen after the solemnization of the said intended marriage; and the first payment of the said yearly sum of 250*l.* to begin and be made on the feast-day of the, &c. *And upon this further trust*, that they the said C. D. and D. E. and the survivor of them, his, &c. shall and do permit and suffer the said A. B. and his assigns, during the continuance of the said term of 99 years, (determinable as aforesaid) to receive and take the residue and overplus of the rents and profits of the same messuages, &c. (over and above so much thereof as shall from time to time be sufficient to satisfy and pay the said several yearly sums of 120*l.* and 250*l.* as the same shall respectively become due and payable as aforesaid) to and for his and their own use and benefit. *And this Indenture further witnesseth*, That in consideration of the said intended marriage and marriage portion, and for other the considerations aforesaid, and for making such provision for the daughter and daughters of the said A. B. (in case he shall not have issue male, and only a daughter or daughters) as he is in that case authorized and empowered to make for the same daughter or daughters, by force and virtue of the said recited will, he the said A. B. pursuant to, and by force and virtue of the said recited power and authority to him given for making such provision for his daughter or daughters, (on failure of his issue male as aforesaid,) and of all and every other power and powers, authority and authorities to him in that behalf given, or any ways enabling him thereunto, *Doth* by these presents charge and subject all and every the manors, &c. late of him the said B. B. in, &c. and which in and by his said recited will were devised, or mentioned to be devised as aforesaid, with their and every of their appurtenances, (subject without prejudice nevertheless to the said jointure and estate for life of her the said F. F. of and in the said messuages, &c. herein before limited to her for her life as aforesaid, and also subject to the trusts in the said recited will of him the said Sir B. B. which are yet unperformed, and without prejudice to the performance of the same trusts, according to the true intent and meaning of the said will) with and to the payment thereof of the full sum of 8000*l.* of, &c. for the portion and portions of all and every the daughter and daughters of him the said A. B. the same to be raised, levied and paid within the space of three kalendar months next after his decease and failure of all issue male of his body, by demise, sale or mortgage of the said manors, &c. or of a competent part or parts thereof, or otherwise, as shall be found necessary and expedient, and to be thereupon forthwith paid or payable in manner following, (that is to say,) If but one such daughter, then the

the said whole sum of 8000*l.* to be forthwith paid, or payable to such only daughter; and if two or more such daughters, then the said sum of 8000*l.* to be forthwith paid or payable unto and equally divided amongst all the same daughters, share and share alike; and in case any of such daughters shall happen to die before she or they shall attain the age of 21 years, or be married, then the portion or portions, or share or shares of her or them so dying, shall go and remain unto the survivor or survivors of them, share and share alike. *(The husband covenants that he has power to make such appointment and charge, and that his wife shall peaceably enjoy, free from incumbrances; to make further assurances, and that the jointure lands are of a certain yearly value. See Tit. Covenants.)* And whereas by agreement between the said E. F. and A. B. made previous hereunto, and in prospect and consideration of the said intended marriage, the said sum of 6000*l.* so paid to the said A. B. by the said E. F. for and as in full for the marriage portion of the said F. F. his daughter, is and was so by him paid in lieu, discharge and full satisfaction of and for all such part, share, interest, claim and demand, as she the said F. F. at present has, of, in, to or out of all and every, or any part of the personal estate late of C. D. and D. D. (the late grandfather and grandmother of her the said F. F. both deceased) or of either of them, and of and for all legacies and bequests made or given to or for the benefit of her the said F. F. by the said C. D. and D. D. or either of them, in and by their several and respective last wills and testaments, or any codicil or codicils to either of the said wills, (except only such part, share, right, benefit or expectancy, as shall or may hereafter come or accrue to her the said F. F. or to the said A. B. in her right, or to their children, from the said personal estates, or either of them, by survivorship :) *Now therefore this Indenture further witnesseth,* That in pursuance of the said last recited agreement, and in consideration of the said intended marriage and marriage portion, the said A. B. Doth hereby for himself, his heirs, &c. covenant, promise and agree, to and with the said E. F. and E. his wife, and each of them, their and each of their heirs, &c. in manner following, (that is to say,) That he the said A. B. his &c. shall and will, at any time or times after the solemnization, &c. at the request, costs and charges of the said E. F. and E. his wife, or either of them, their or either of their, &c. legally and effectually release and discharge all such part, share, interest, claim and demand, as she the said F. F. at present has, of, in, to or out of all and every, or any part of the said personal estates late of the said C. D. and E. D. or either of them; and also all legacies and bequests made or given to or for the benefit of her the said F. F. by the said C. D. and D. D. or either of them as aforesaid. *(Except only such part, share, right, benefit or expectancy, as shall or may hereafter accrue to her the said F. F. or to the said A. B. in her right or their children, from the same personal estates, or either of them, by survivorship.)* And also that he the said A. B. his heirs, &c. shall and will, at any time or times after the solemnization of, &c. at the like request, &c. of the said E. F. and E. his wife, or either, &c. their, &c. as aforesaid, ratify and confirm, or do any legal and reasonable act, matter or thing whatsoever, for the establishing, ratifying, making good and confirming all such divisions, partitions or dispositions, as have been made by and between the said E. F. and the executors of the said C. D. and D. D. or either of them,

Covenants.

Recital of agreement, that the lady's portion is to be in satisfaction of some other demand on account of legacies, &c.

The husband covenants

to make a release accordingly after marriage, except expectancies by survivorship, and to ratify partitions, &c. of her grandfather and grandmother's estate.

them, of the estates late of them the said C. D. and D. D. or either of them, and all deeds, transactions, matters and things which have been made, done or executed by the said E. F. and the said executors, in order to any such division, partition or disposition as aforesaid. In witness, &c.

An Appointment by a Husband to increase his Wife's Jointure, (pursuant to a Power in a Will to settle a Jointure in Proportion to his Wife's Portion) Part of her Portion being before paid, as to which the Husband had made a Settlement, and now to enable him to receive the rest, settles an Annuity, chargeable on Woods and Wood Grounds, on her, with Proviso on Non-payment to cut down Wood and receive Rents, &c. 1 Horsem. 19.

Recital of a settlement on marriage.

Agreement to make further settlement.

Further settlement or appointment.

of woods and wood lands to the wife.

THIS INDENTURE TRIPARTITE, made, &c. Between A. B. (the husband) of, &c. of the first part, C. B. wife of the said A. B. of, &c. of the second part, and D. E. of, &c. and F. G. of, &c. (trustees) of the third part. Whereas, &c. (Recital of a will devising lands to A. A. for life sans waste, subject to d bts and legacies, with power for him to make a jointure, in proportion to the wife's portion, not exceeding 50l. per ann. for each 500l. of the portion. The marriage settlement, whereby on receipt of part of the portion he limits lands, &c. pursuant to such power in part of her jointure; and that the wife, with the consent of the husband assigned the residue of her portion to trustees, to be paid, &c. to the husband upon his assuring lands, &c. to make up 100l. per ann. for each 1000l. portion) And whereas the said A. B. in order to entitle himself to all the said several sums of money and annuities, amounting together to 2000l. as aforesaid, has proposed and agreed to settle a further jointure upon the said C. for her life, in case she survives him, of the yearly sum or value of 200l. clear of all deductions, (except the land tax for the time being) in manner herein after mentioned, which said proposal the said C. B. D. E. and F. G. do approve of and consent to, and do hereby testify such their approbation and consent by their being parties to, &c. Now this indenture witnesseth, That in pursuance of the before recited proposal and agreement, and to the end to entitle him the said A. B. to all the said several sums of money and annuities, amounting together to the sum or value of 2000l. as aforesaid; and for a further augmentation of the jointure of the said C. (over and above what is already settled upon her by the afore recited indenture) to the said yearly sum of 200l. clear of all deductions, (except as aforesaid) He the said A. B. by and with the approbation and consent of the said C. B. D. E. and F. G. (testified as aforesaid) Hath granted, limited and appointed, and by, &c. in pursuance and by virtue of the power to him given by the said recited will, and of all and every other power and powers to him in that behalf given and reserved, or any ways enabling him thereunto, Doth grant, &c. unto the said C. B. his wife, All and every the woods and wood grounds, parcel of, &c. To have and to hold the said, &c. and other the premises hereby, or mentioned to be hereby granted, &c. with &c. unto the said C. B. and her assigns, from and immediately after the decease of him the said A. B. (in case she shall him survive) for and during the term

term of her natural life, to the use and behoof of her the said C. and her assigns, for and during the said term, as and for an augmentation of her jointure; *Subject always nevertheless* to the proviso and agreement next herein after mentioned, (that is to say,) *for an increase of her jointure* *Provided always*, and it is hereby declared and agreed by and between all the said parties to these presents, that if the person or persons to whom the next and immediate reversion and remainder of the premises expectant on the said estate for life of the said C. shall for the time being belong or appertain, by virtue of the limitations in the said recited will, or otherwise, shall and do yearly, and every year during the life of the said C. well and truly pay, or cause, *£c.* to the said C. and her assigns, the yearly sum of 200*l.* of, *£c.* (clear of all deductions, except the land tax for the time being) upon the four most usual feasts, *£c.* the first payment thereof to begin and be made upon such of the said feasts as shall first happen next after the decease of the said A. B. then and in such case no advantage or benefit shall be had or taken by the said C. of the aforesaid grant, limitation or appointment, hereby to her made of the aforesaid woods and wood grounds for her life as aforesaid; but in case default shall happen to be made of or in payment of the said yearly sum of 200*l.* (subject to such deductions as aforesaid) or any part thereof, by the space of — *In default of such payment she may fell cut and sell wood, and thereby and by rents, &c. raise her money.* days next over or after any of the feasts or days herein before mentioned for payment thereof, then so often it shall and may be lawful to and for the said C. or her assigns, from time to time, by selling, cutting and disposing of the said woods, or any part or parts thereof, and by and with the rents and profits of such part or parts of the said wood-grounds, as shall at any time hereafter during the life of the said A. B. be grubbed up and converted into tillage or pasture, or by any other lawful ways or means, to raise and levy the said yearly sum of 200*l.* (subject to such deductions as aforesaid) and all arrears thereof, together with all such costs, charges, damages and expences, as she or they shall be put unto or sustain for or on account of the same, leaving the residue or surplus thereof (if any be) to such person or persons in reversion or remainder as aforesaid; any thing, *£c.* notwithstanding. *Provided also*, and it is hereby further agreed and declared by and between all the said parties to these presents, that it shall and may be lawful to and for the said A. B. to make annual make usual falls in the said woods and wood grounds in a husband-like manner, so as sufficient be always left for securing and raising the said yearly sum of 200*l.* for the said C. for her life, in case she survives him: and also that it shall and may be lawful to and for the said A. B. at any time or times during his life, to cut down any part of the aforesaid wood; so as the same exceed not 60 acres in any one year, and so as after he has cut down the first 60 acres he cause the same to be grubbed up, fenced and converted into tillage or pasture, and let to a good tenant or tenants before he cuts down any more; and in like manner for every other 60 acres that she shall after cause to be cut down; in which case it is agreed, that the said C. in case she survives the said A. B. shall accept and take the rents and profits of the lands and grounds so grubbed up, inclosed and let to good tenants as aforesaid, as part of the said yearly sum of 200*l.* and the residue thereof only to be in such case from time to time raised and levied by the said C. or her assigns, by selling, cutting and disposing *The wife to take the rents of the ground of grubbed up in*

Appointments.

part of the increased jointure.

of the said woods, or any part thereof, together with such costs and charges as aforesaid. (*Covenants by the husband that he has power to make such appointment for quiet enjoyment, and that the premises are of the clear yearly value of 200*l.* and upwards, and for further assurances. See Tit. Covenants.*) In witness, &c.

Appointment of an Annuity to the separate Use of a Wife, (out of Premises, devised and settled to several Uses) chargeable nevertheless with the Payment of her Debts, and containing Powers to retain Interest of Money for Payment.

Parties.

Recitals of a lease and release, therein reciting *W. H.*'s will.

whereby the residue of his estate is devised upon trust, to be laid out in a purchase to be settled to the use of *E. H.* &c.

and after reciting proceedings in chancery relating to the will, a moiety of the *residuum* in the hands of *M. R.*

the other moiety paid pursuant to the will.

THIS INDENTURE QUADRIPARTITE, made, &c. Between *W. H.* of, &c. and *E.* his wife (one of the natural daughters of *W. H.* late of, &c. deceased) of the first part, the right reverend father in God *J.* lord bishop of *O.* and *E. E.* of, &c. of the second part, *E. D.* of, &c. *G. J.* of, &c. and *A. W.* of, &c. of the third part, and *J. W.* of, &c. (being a trustee nominated by, for and on the behalf of the said *E.* the wife of the said *W. H.* party hereto) of the fourth part. *Whereas* by indentures of lease and release, bearing date respectively the 8th and 9th days of *March*, which was in the year of our Lord 1724, the release being tripartite, and made, &c. Between *M. R.* of, &c. (the only acting executor named in the last will and testament of the said *W. H.* deceased) of the first part, the said *W. H.* (party hereto) and the said *E.* his wife, by the name of *E.* wife of the said *W. H.* party to the said indenture, one of the natural daughters of the said *W. H.* deceased, and then late the widow and relict of *M. H.* late of, &c. deceased, of the second part, and the said lord bishop of *O.* and *E. E.* of the third part, reciting therein, (amongst other things) that the said *W. H.* deceased, by his last will and testament dated, &c. Had devised the *residuum* of all his real and personal estate unto his executors, the said *M. R.* and *R. M.* In trust to be by them laid out in a purchase of lands, tenements and hereditaments, to be settled as followeth, (*viz. As to one moiety thereof*, to the use of the said *E. H.* for her life, remainder to her first and other sons in tail male successively, remainder to his nephew the said *W. H.* party hereto, for life, remainder to his first and other sons in tail male successively, remainder to the use of the right heirs of the said *E. H.* and his the testator's other natural daughter *M.* for ever; and after reciting several proceedings in the high court of chancery between the parties therein named, and a decree and orders therein mentioned touching the will and estate late of the testator the said *W. H.* deceased, and that upon an account then made up and stated between the said *M. R.* and *W. H.* party hereto, and *E.* his wife, touching the surplus of the said testator's estate, there then appeared to be remaining in the hands of the said *M. R.* the sum of 2300*l.* 18*s.* 5*d.* $\frac{3}{4}$ (being a moiety of the sum of 4601*l.* 16*s.* 10*d.* $\frac{1}{2}$) the surplus of the said testator's estate, due and belonging to the said *E. H.* and that the other moiety thereof had been paid and applied by the said *M. R.* pursuant to the will of the said testator; and that the said sum of 2300*l.* 18*s.* 5*d.* $\frac{3}{4}$ the part and share of the said *E. H.* was to be laid out in the purchase of lands, to be approved and settled as therein mentioned; and that the said *M. R.* at the request of the said

said *W. H.* party hereto, and *E.* his wife, had agreed, towards payment of the said debt of 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ with interest for the same, to grant and convey unto the said *J.* lord bishop of *O.* and *E. E.* and their heirs, the piece of ground and the several messuages or tenements therein and herein after mentioned, *In trust* to be by them sold and disposed of, and by the monies arising by such sale, in the first place, to pay off and discharge the several sums of money charged thereon, and in a schedule thereunder written mentioned, with interest for the same, and that the residue of the purchase money should be brought before one of the masters of the said court of chancery, to be laid out in the purchase of lands and hereditaments, to be by him approved and settled to the use of the said *E. H.* and the issue male of her body, according to the said recited will, and the said decree and orders of the said court of chancery therein before mentioned; *(it is witnessed,* that for and towards better securing the payment of the said 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ so due and owing to the said *W. H.* party hereto, and *E.* his wife, with interest for the same; and for other considerations, *He* the said *M. R.* (by and with the direction and appointment of the said *W. H.* (party hereto) and *E.* his wife, testified as therein mentioned,) *Did* fully, freely and absolutely grant, release and confirm unto the said *J.* lord bishop of *O.* and *E. E.* and to their heirs and assigns, all that, *&c.* of him the said *M. R.* or whereof or wherein he or any person or persons, *in trust* for him, was or were seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, *&c.* and the reversion, *&c.* *To hold* the said piece of ground, *&c.* unto and to the use of the said *J.* lord bishop of *O.* and *E. E.* their heirs and assigns for ever; *Upon trust* that they the said lord bishop of *O.* and *E. E.* or the survivor of them and his heirs, should, as soon as conveniently might be, absolutely sell, convey and dispose of all the said ground, messuages or tenements and premisses, to such person or persons and his or their heirs, as they the trustees should approve or allow to be the best purchaser or purchasers thereof, at the best rates and prices that could be got for the same; *And upon further trust*, that they the said trustees should, by the monies to be raised by such sale of the said premisses, pay and discharge the debts in the schedule thereunder written and herein after mentioned, with all interest then due and to grow due for the same until payment thereof, *viz.* to *J. S.* innholder, the several principal sums of 200*l.* and 300*l.* and interest for the same, to *J. R.* the principal sum of 200*l.* and interest for the same, to *J. H.* merchant-taylor, the principal sum of 300*l.* and interest for the same; and to *E. W.* the principal sum of 200*l.* and interest for the same; and that they the said trustees in the mean time and until such sale, should by and with the rents and profits of the said premisses pay and discharge the interest then due and to become due and payable for the same several principal sums; and after payment thereof, should pay and discharge the interest that then was and thereafter should become due unto the said *W. H.* and *E.* his wife, for the said 2300*l.* 18*s.* 5*d.* $\frac{1}{4}$ and should pay all the residue of the said rents and profits of the said premisses, until such sale thereof made, (all charges and expences, in and about the receiving and paying thereof, being first deducted) unto the said *M. R.* his executors and assigns; *And upon further trust*, that from and after payment of the said several debts to the several persons therein

Agreement to-
wards payment
of debt of
2300*l.* 18*s.* 5*d.*
 $\frac{1}{4}$ to convey a
piece of ground
in trust to be
sold)

for securing the
payment of said
debt to *W. H.*
(party) and *E.*
his wife, *M. R.*
conveyed pre-
misses.

Upon trust to
be sold.

to pay debts
in a schedule

Until the sale,
out of the
rents, *&c.* to
pay the interest
of said debts.

And afterwards
to pay the in-
terest of the
said 2300*l.* 18*s.*
5*d.* $\frac{1}{4}$ residue to
M. R.

After payment
of said debts

and interest and therein and herein before named respectively, and all interest due charges, sur- and to grow due for the same; and after the said trustees should plus arising by and to have paid and satisfied themselves all such costs, charges and ex- sale to be pences, which they should expend or be put unto in the execution brought before of the trust thereby in them reposed; then they the said trus- a master in tees should bring the surplufage and residue of the monies ari- chancery to be sing by such sale of the premisses, and which should then re- laid out in a main in their hands, before one of the masters of the said court purchase to the of chancery, as the said court should appoint, in order to be laid out use of said in the purchase of lands and hereditaments, to be approved and settled E. H. by such master, *to the use* and benefit of the said E. H. and her issue Deed poll, whereby after reciting a deed male, according to the last will and testament of the said W. H. de- declaring the premisses ceased, and the decree and orders of the said court of chancery, as in charged with by the said indentures of lease and release, (relation being to them respectively had) more fully may appear. *And whereas* by deed poll, said 2300l. bearing date the 7th day of *August* 1727, &c. (reciting therein that 18s. 5d. $\frac{1}{4}$ and by indenture *tripartite*, dated the 3d day of *June* 1726, and made interest, in trust for the between the said M. R. of the first part, the said W. H. and E. his use of said W. H. and E. his wife, and that W. H. the third part, *It was* mentioned and *declared*, that the said several was indebted to E. D. in messuages, lands and tenements of the said M. R. in, &c. were charged with the sum of 2300l. 18s. 5d. $\frac{1}{4}$ and interest for the same to E. D. in 100l. and in- to the said lord bishop of O. and E. E. *In trust* for the use and benefit terest, for se- of the said W. H. and E. his wife, and farther reciting, that there curity of which he im- interest money, and that the said W. H. then stood justly indebted to powered E. E. to sue for the sum of 100l. and interest, the said W. H. for better securing the said interest of said 100l. and interest, to the said E. D. *Did* direct and empower the said 2300l. 18s. 5d. $\frac{1}{4}$ and to pay same to E. D. *Did* direct and empower the said E. E. to retain, receive, sue for and recover all arrears of interest, Another deed poll, empower- ing G. J. to re- receive said in- terest for his debt. which then or thereafter should grow due for the said 2300l. 18s. and 5d. $\frac{1}{4}$ and to pay the same unto the said R. D. in satisfaction and discharge of the said 100l. and interest, secured to him by the said bond as aforesaid: *And whereas* by another deed poll, bearing date the first day of *December* 1727, (reciting therein the before mentioned indenture of the third of *June* 1726, and that the said W. H. was then indebted to the said G. J. in the sum of 26l. 13s. and that he had given him a promissory note for the same, payable on demand,) the said W. H. and E. his wife, *Did* thereby respectively direct and empower the said G. J. to take, receive, sue for and recover, all arrears of interest which then, or at any time thereafter should grow due for the said principal sum of 2300l. 18s. and 5d. $\frac{1}{4}$ for so long time and until the said G. J. should be fully paid the sum of 26l. 13s. and all interest for the same: *And whereas* by another deed poll, Another deed poll, whereby after reciting 76l. paid by E. E. for W. H. being his debts, and that he owed 11l. more to A. W. E. E. is impow- ed to receive said interest to pay the same. Decree setting forth the bill praying so much of pre- mises to be sold for pay- ment of debts bearing date the 14th day of *April* 1727, (reciting therein the said indenture of the 3d of *June* 1726, and that the said W. H. party hereto, together with the said E. E. had jointly signed a promissory note to the said A. W. for the sum of 50l. and that the said E. E. had out of his own monies paid the same, and also a further sum of 26l. to W. J. therein named, (being a debt due from the said W. H.) amounting in the whole to 76l. and therein declared to be the proper debt of the said W. H. and further reciting that the said W. H. by another promissory note, stood indebted to the said A. W. in the sum of

of 11*l.* besides the said 76*l.* due to the said *E. E.* they the said *W. H.* as is sufficient; and *E.* his wife, as well for repaying the said *E. E.* the said 76*l.* as residue to be also of the said 11*l.* to the said *A. W.* did thereby direct and empower *W. H.* and *E.* the said *E. E.* to retain, take, receive, sue for and recover all arrears his wife, pursuant to the of interest then due, or thereafter to grow due for the said sum of 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$ for so long time, and until the said *E. E.* should will.

be fully paid the sum of 76*l.* due to him, as also the said 11*l.* for the use of the said *A. W.* as in and by the said three several recited deeds Answer, poll, relation, &c. And whereas by a decree or decretal order made in the high court of chancery the 22d day of *December* now last past, in a certain cause there depending, wherein the said *W. H.* and *E.* his wife, the said *J. R.* (executrix of the said *J. R.*) the said *J. H.* and *E. W.* (creditors of the said *M. R.* plaintiffs,) and the said *M. R. J.* lord bishop of *O.* and *E. E.* are defendants, *Whereby*, after setting forth (*inter alia*) the herein before recited will of the said *W. H.* deceased, and the said recited indenture of lease and release of the 8th and 9th of *March* 1724, whereby the said premisses were conveyed to the said lord bishop of *O.* and *E. E.* in trust to be sold for payment of the debts therein mentioned as aforesaid; *It was prayed* that the said trustees might sell so much of the estate as would be sufficient to pay plaintiffs, the creditors, the said 1200*l.* and interest, as also the interest of the said 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$, and that a value might be set upon such part of the said trust-estate as should remain unsold, for the purposes aforesaid; and that the same might be settled or so much thereof as would make good the said 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$, upon the said plaintiffs *W. H.* and *E.* his wife, pursuant to the trusts and limitations of the said will; and after setting forth (*inter alia*) that the defendant *R.* by his answer had admitted, that there was remaining in his hands of the said testator's estate, the said sum of 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$ for the benefit of the plaintiffs *W. H.* and his wife, and that in order to raise money for payment thereof, for the benefit of the plaintiffs *W. H.* and his wife, and also the said 1200*l.* and interest due to the plaintiffs *S. H. W.* and *R.* he had executed such indentures of lease and release as aforesaid, and that he was desirous that so much of the estate contained therein, as would be sufficient to pay the said 1200*l.* and interest, together with the interest due to the plaintiffs *H.* and his wife, for the said 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$ might be sold, and that a value might be set upon the residue of the said trust estate, and that the same or so much thereof as would make good the said 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$, might be settled pursuant to the said testator's will, and submitted to join therein as the court should direct; and further setting forth, that the plaintiffs the bishop of *O.* and *E.* by their answer had admitted the said deeds of trust, and submitted to act in the same as the court should direct (being indemnified;) it was amongst other things ordered and decreed, that it should be referred to Mr. *K.* one of the matters Decreed to be referred to account, of the said court, to take an account of what was due to the plaintiffs *H. W.* and *R.* for the said principal sum of 1200*l.* and interest, and also of the profits of the trust estate come to the hands of the trustees from the foot of the last stated account; and that the same be in the first place by them applied to pay the interest that should be found due on the said 1200*l.* and that for payment of the said 1200*l.* or of such interest unpaid by the, said rents and profits, the said bishop of *O.* and *E. E.* should sell so much of the said trust estate to the best purchaser that

Interest to be paid, and the 1200*l.* part of estate to be sold for such purpose.
Remainder to be valued, &c.

To be settled to the uses of the will.

No further proceedings, no part of the estate sold.

Agreement.

that after payment of interest of the 1200*l.* 40*l.* *p. r. ann.* shall be paid to *J. W.* out of the rents, &c. during the lives of *W. H.* and *E.* his wife, in trust for her use and maintenance.

Appointment pursuant to the said agreement:

that could be got for the same, with the approbation of the said master, as should be sufficient for that purpose; and that after such sale made, the said master should put a value on the remainder of the said trust estate, and for what the said master should find the same worth, to be sold, if less or more than the sum of 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$ due to the plaintiffs *H.* and his wife, the said master was to compute interest for the same in such manner as therein mentioned; and if any of the said rents and profits should remain unexhausted in the said trustees hands after payment of the interest due on the said 1200*l.* the same was to be by them paid to the plaintiff *Mr. H.* in discharge of the interest due to him so far as it would go; and for payment of the remainder thereof, so much of the said trust estate remaining unsold as should be sufficient, was likewise to be sold with such master's approbation, and monies arising thereby to be paid to the plaintiff *Mr. H.* in satisfaction of the same interest; and then the said master was to enquire what was the value of the remainder of the said trust estate; and the same was to be settled with the approbation of the said master, to the uses of the will of the testator, *Mr. H.* in satisfaction for so much of the said 2300*l.* 18*s.* and 5*d.* $\frac{1}{4}$ in such manner as therein and herein after mentioned, *viz.* To trustees for the use of the plaintiff *Mrs. E. H.* for life, remainder to other trustees to preserve contingent remainders; then to her first and every other son and sons in tail; and in default of such issue to the plaintiff *W. H.* for life; remainder to trustees to preserve contingent remainders, Then to his first and every other son and sons in tail; And in default of such issue, to the right heirs of the plaintiff *E. H.* for ever, as in and by the said in part recited decree, declaration, &c. And whereas no farther proceedings have been since made in the said cause, nor no part of the said trust estate hath as yet been sold, for the ends and purposes in the said recited indenture of release and last decretal order mentioned, expressed and ordered touching the same: And whereas it is agreed by and between them the said *W. H.* and *E.* his wife, they the said *J.* lord bishop of *O.* and *E. E.* at the special instance and request of them the said *W. H.* and *E.* his wife, testified by their being parties to and executing of these presents,) Have consented, that (from and after payment of the growing interest of the before mentioned sum of 1200*l.* to the several persons aforesaid intitled to the same,) the annual or yearly sum of 40*l.* shall from henceforth, during the joint lives of them the said *W. H.* and *E.* his wife, be paid to the said *J. W.* his executors, administrators and assigns, out of the rents, issues and profits of the whole trust estate, until such time as part thereof shall be sold for the purposes aforesaid; and that afterwards the same, during such joint lives, shall be paid out of the remainder of the said trust estate, so agreed and decreed to be settled as aforesaid; In trust nevertheless for the sole and separate use and benefit of the said *E. H.* and for her support and maintenance in such manner as herein after is for that purpose mentioned and expressed: Now this Indenture witnesseth, That in pursuance and performance of the said agreement, and to the end and intent to make a provision for the sole and separate use and benefit, and for the support and maintenance of her the said *E. H.* during the joint lives of her and the said *W. H.* her husband, in such manner as herein after is mentioned, and for divers other good causes and valuable considerations, them the said *W. H.* and *E.* his wife thereunto

therunto especially moving, *They* the said *W. H.* and *E.* his wife, (by and with the consent and approbation, as well of them the said *J.* lord bishop of *O.* and *E. E.* as also of them the said *E. D. G. J.* and *A. W.* testified, &c. *Have* directed and appointed, and by these presents *Do* respectively direct and appoint them the said *J.* lord bishop of *O.* and *E. E.* and the survivor of them, his heirs, executors, administrators and assigns, from and after the payment to them the said *J. S. S. R. J. H.* and *E. W.* of the interest of the said sum of 1200*l.* from henceforth to grow due to them for the same, and subject thereunto) by and out of the rents, issues and profits of the said whole trust estate and premises, so conveyed to them as aforesaid, until such time as such part thereof shall be by them the said trustees sold for the ends and purposes in the said last recited release and decree mentioned; and from and after such sale, then by and out of the rents, issues and profits of the remainder of the said trust estate, so agreed and decreed to be settled in manner as aforesaid, to pay unto the said *J. W.* his executors, administrators and assigns, during the joint lives of them the said *W. H.* and *E.* his wife, the said annual or yearly sum of 40*l.* of, &c. clear of all manner of taxes, charges and deductions whatsoever; the same to be paid to him or them yearly, upon the four most usual feasts or quarter-days following, *vis Michaelmas-day, Christmas-day, Lady-day, Midsummer-day*, by four even and equal proportions; the first of which quarterly payments to begin, &c. *And it is hereby agreed and declared*, by and between all the parties hereunto, and the true intent and meaning of them and of these presents is and are, that the said annual or yearly sum of 40*l.* so directed and appointed to be paid to the said *J. W.* his executors, administrators and assigns, in manner as aforesaid, was and is to be to him and them so paid, *Upon the trust*, intents and purposes, and *subject* to the provisos herein after mentioned, expressed and declared touching and concerning the same; (that is to say) upon this special trust, that the said *J. W.* his executors, administrators and assigns, during the joint lives of them the said *W. H.* and *E.* his wife, shall and do from time to time forthwith, after his or their receipt of the yearly sum of 40*l.* or any part or parts thereof, (after all charges and expences, in and about recovering and paying the same, being first deducted) pay the residue thereof to the proper hands of her the said *E. H.* or to such person or persons, as she by any note or notes, writing or writings to be by her signed, shall from time to time appoint; the same to be paid and go for the separate and peculiar use and benefit of her the said *E. H.* and not to be subject or liable to controul, debts or incumbrance of the said *W. H.* her husband, and wherewith he is not to intermeddle; the same being intended to be for the separate use, support and maintenance of her the said *J. H.* during the said joint lives of her and her said husband; and that the receipt of the said *J. W.* his executors, administrators and assigns, shall at all times, during the time aforesaid, be good and sufficient discharges to them the said *J.* lord bishop of *O.* and *E. E.* their heirs and assigns, for the said annual sum of 40*l.* so payable to him and them upon the trust aforesaid, and also that the receipts of her the said *E. H.* (notwithstanding her present coverture,) or of such person or persons by her to be appointed to receive the same as aforesaid, shall be from time to time good and sufficient discharges to the said *J. W.* his executors, administrators and assigns, for the said annual

to pay to
J. W. said
 40*l.* per ann.

Declaration
 that the same
 is to be paid
 by him to the
 said *E. H.* or
 to her appoint-
 ment, for her
 separate use,
 notwithstand-
 ing her cover-
 ture.

J. W.'s re-
 ceipts to be
 good to bishop
 of *O.* and *E. E.*
E. H.'s re-
 ceipts good to
J. W.

Proviso, that
after death
either of
W. H. or *E.*
his wife,

this appoint-
ment to be
void.

Proviso, that
these presents
shall not pre-
judice any
trusts in the
said release
(no further
than with said
40*l.* per. ann.)
nor the trusts
in the other
recited deeds,
&c.

Proviso, that
if she contracts
any debts, her
annuity shall
pay the same.

Recital that
E. E. has lent
her money.

Declaration
that after pay-
ment of the

annual sum of 40*l.* and every part and parcel thereof, during the time
aforesaid. *Provided always, and it is hereby agreed and declared,* by
and between the said parties, that from and immediately after the
death of them the said *W. H.* and *J.* his wife, all arrears of the said
annual sum of 40*l.* being fully paid and satisfied, and also all costs
and charges of him the said *J. W.* his executors, administrators and
assigns, relating to the trust hereby in him and them reposed (if any
such shall be,) being likewise discharged, then these presents and the
appointment hereby made as to payment of the said annual sum, shall
be void and of no effect; and any thing herein before contained to the
contrary thereof notwithstanding. *Provided also, and it is hereby fur-
ther agreed and declared,* by and between all the said parties, that these
presents, or any thing therein before contained, shall not extend to
charge or prejudice any of the trusts in the said recited indenture of
release mentioned, no farther or otherwise than with and for the pay-
ment of the said annual sum of 40*l.* during the time upon the trust
and subject in such manner as aforesaid; but the same from and after
such payment, shall remain, continue and be, to, for and upon the
several trusts, uses, intents and purposes in the said recited indenture
of release, deeds poll and last decretal order mentioned, limited, di-
rected, ordered and expressed, touching and concerning the same re-
spectively: *Provided also, and it is hereby further expressly agreed and
declared,* by and between the said parties hereunto, and the true intent
and meaning of them and of these presents is and are, that in case the
the said *E. H.* the wife of the said *W. H.* shall at any time hereafter
during the joint lives of her the said *E.* and the said *W. H.* her hus-
band, on her own and separate account contract any debt or debts
with any person or persons whatsoever, and shall not pay and discharge
the same by and out of the said annual or yearly sum of 40*l.* and if
the said *W. H.* shall at any time during the joint lives of him and his
said wife be sued or prosecuted at law, or otherwise, for the recovery
of any such debt or debts; and if it be made to appear to the said
J. W. his executors or administrators, to his and their satisfaction,
by affidavit in writing (if required) to be sworn before a master of the
high court of chancery, by the person or persons claiming such debt
or debts, or otherwise, that such debt or debts was or were really
and *bona fide* contracted by the said *E. H.* for and on her own sole
and separate account; that then and in such case the said annual or
yearly sum of 40*l.* hereby made payable to her the said *E. H.* as
aforesaid, shall be subject, charged and liable to and with the pay-
ment of all and every such debt or debts, and all costs and charges
touching the same; and the said *J. W.* his executors and assigns,
(on notice in writing to be to him or them by the said *W. H.* given)
shall and will, out of the said annual sum of 40*l.* from thenceforth to
become due, pay and satisfy all and every such debt or debts, and
charges touching the same, to the person or persons to whom the
same shall be really due; any thing, &c. notwithstanding. *And
whereas* the said *E. E.* hath at several times, out of his own proper
monies, advanced, lent and paid to, and to and for the use or order
of her the said *E. H.* for her support and maintenance, several sums
of money, amounting in the whole to the sum of ———, or there-
abouts: *Now this indenture further witnesseth,* that it is hereby further
agreed and declared by and between all the parties to these presents,
That

That from and after full payment of the said principal sum of 1200*l.* 1200*l.* to J. due to them the said J. S. S. R. J. H. and E. W. together with S. S. R. and interest for the same, in manner as aforesaid, and also of the annual J. H. and interest, and said annuity, the residue of the said estate and premisses, so conveyed to and vested in them the said J. the trust estate shall be charged. subject and liable to; and they the said W. H. and E. his wife, Do hereby respectively charge the same to and with the payment of the said sum of —, so advanced and paid by the said E. E. to and for the support and maintenance of her the said E. H. as aforesaid, together with lawful interest for the same sum, from henceforth to be computed, until payment thereof; any thing herein, &c. notwithstanding. In witness, &c.

Thirdly, Appointments by Wives to Husbands.

A Feme Covert of a Freehold Estate to her Husband for his Life, to take Effect immediately after her Decease.

TO ALL, &c. A. B. now the wife of B. B. of, &c. widow of, &c. and eldest daughter of, &c. by E. his late wife, sends greeting. Whereas, &c. (Recital of a settlement to uses, with a power to make this appointment: Now know ye, and these presents witness, That the said A. B. by virtue, &c. and as fully as she may or can, Hath assigned, limited and appointed, and by, &c. Doth by this her deed, &c. assign, &c. All the said several messuages, &c. herein before particularly mentioned, and every part and parcel thereof, with their and every of their rights, &c. which in and by the said recited indenture tripartite were limited to the use of the said A. J. (now A. B.) or intended so to be, To the use of the said B. B. her husband, for and during the term of his natural life, to commence and take effect from and immediately after the decease of the said A. B. And the said A. B. Doth by this her deed or writing under her hand and seal as aforesaid, declare, limit and appoint the said (trustees,) and their heirs, and all other persons seised of the said premisses, or any part thereof, to stand seised of all the said several messuages, &c. herein before limited to the use of the said B. B. or intended so to be, as aforesaid, To the use of the said B. B. for and during the term of his natural life to commence and take effect from and immediately after the decease of the said A. B. In witness, &c.

An appointment, being an Execution of a Power reserved to a Feme Covert to declare and limit the Uses of Manors, &c. She reserves a Power of Revocation, &c.

KNOW ALL MEN BY THESE PRESENTS, That I Anne The feme covert, wife of John Aston the younger, of the parish of St. Martin in the Fields in the county of Middlesex, esq. in pursuance, and by virtue of power reserved by a deed,

and of all
other powers

directs, &c.
certain ma-
nors, &c.

after the death
of husband and
wife, to the
use of first and
other sons of
the marriage
successively in
tail male,

remainder
to the daugh-
ters as tenants
in common in
tail-general,

with cross re-
mainder to the
heirs of her
body by this
husband,

of the power and authority to me reserved, and contained in and by one indenture of release, bearing date the twelfth day of this instant month of *May*, and made or mentioned to be made between *Benjamin Barnes* of *Bitton*, in the county of *Bucks*, esq. and *Clara* his wife, one of the daughters of dame *Diana Dunn* widow, deceased, who was the heir and devisee of *Edward Ems* late of *Egar*, in the county of *Essex*, esq. deceased, and the said *John Aston* and me the said *Anne Aston* his wife, the other daughter of the said dame *Diana Dunn* of the one part, and *Sir Felix Fie'd* of *Fidbam* in the county of *Fiins*, bart. and *John Aston* the elder, of *Astfield* in the county of *Gloucester*, esq. of the other part, and by virtue of all and every other power and powers, authority and authorities any wise enabling me thereunto, do by this present deed or writing by me signed, sealed, and duly executed in the presence of three credible persons whose names are hereupon indorsed as witnesses thereto, direct, li- mit and appoint, all and every the manors, messuages, lands, tenements, woods, tithes and hereditaments (which in and by the said indenture of release were allotted, limited, appointed or conveyed, or mentioned or intended to be allotted, limited, appointed or conveyed, to the use of the said *John Aston* the younger and myself for our lives, and the life of the longer liver of us, in manner therein mentioned, with their appurtenances) unto, and for such uses, estates, intents and purposes, and under and subject to such provisoes as are herein aftermentioned and expressed of and concerning the same; (that is to say,) from and after the decease of the longer liver of us the said *John Aston* the younger and myself, to the use and behoof of the first son of my body by the said *John Aston* the younger, lawfully begotten or to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, and seventh, and of all and every other the son and sons of my body by the said *John Aston* the younger lawfully begotten or to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons, and the heirs male of his body issuing, always to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of all and every the daughter and daughters of my body by the said *John Aston* the younger lawfully begotten or to be begotten, to be equally divided amongst them (if more than one) share and share alike as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing: And in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, to the use and behoof of the survivors or survivor, or others or other of them, share and share alike as tenants in common, and not as joint-tenants, and of the several and and respective heirs of the body and bodies of such survivors or survivor, or other, or other of them; and in case of all such daughters but one shall happen to die without issue of their bodies, or if there shall be but one such daughter, then to the use and behoof of such surviving or only daughter, and of the heirs of her body lawfully issuing; and for default of all such issue, then to the use and

and behoof of the heirs of my body by the said *John Aston* the younger lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of the said *John Aston* the younger, and of his heirs and assigns for ever, and to and for no other uses, intents and purposes whatsoever. *Provided always nevertheless*, and it is the true intent and meaning of these presents, that it shall and may be lawful for the said *Anne Aston*, at any time or times hereafter, at my own free will and pleasure, notwithstanding my coverture, and whether I shall be sole or married, by any writing or writings under my hand and seal, or by my last will and testament, in writing, or any writing purporting my last will and testament, to be by me signed, sealed and executed respectively in the presence of three or more credible witnesses, to revoke, alter or make void these presents, and all and every or any the use or uses, estate or estates, matters and things herein or thereby appointed, limited, directed or contained of or concerning the manors, messuages, lands, tenements, tithes and hereditaments, or any part or parcel thereof; and by the same writing or writings, or by any other writing or writings, to be by me signed, sealed and attested as aforesaid, to limit, declare or appoint, any new or other use or uses, estate or estates, trust or trusts, power or powers of or concerning the same manors, messuages, lands, tenements, tithes and hereditaments, or any part thereof, and so from time to time and as often as I shall think fit; any thing before contained to the contrary thereof in any wise notwithstanding. *In witness whereof* the said *Anne Aston* have hereunto set my hand and seal this twenty-first day of May in the sixth year, &c. *Annoque Domini 1733.*

A power of revocation reserved, &c.

Deed Poll of Appointment by a Feme Covert to be indorsed on a Deed entitling her. This present Deed contains a Release of Arrears of an Annuity which her Husband's Lands were charged with, and appoints future Payments to him and the Use of the Land, &c. to the Use of him, his Heirs and Assigns for ever. 1 Horfm. 45.

TO ALL, &c. I *E. B.* wife of the within named *A. B.* send greeting. *Whereas* by virtue of the within written indenture, or of indenture of the ——— of ——— therein mentioned or referred to, or otherwise, I the said *E.* am intitled to one annuity, yearly rent sum of 300*l.* of, &c. payable to or for my sole and separate use, at times and in manner in that behalf within mentioned or directed, out of the manor, &c. within granted and conveyed, or out of some other land, &c. for which annuity I have not hitherto given any regular receipt or discharge: *Now know ye, and these presents witness*, That for settling of all controversies, suits and differences which may hereafter happen to arise, touching or concerning all or any of the arrears of the said annuity, yearly rent or sum of 300*l.* from the time of the commencement thereof until the day of the date of these presents, and to the said *E. B.* do hereby acknowledge, testify and declare, that I have and received full satisfaction for all arrears of the said annuity, &c. from the commencement thereof until the day of the date of these presents, and am therewith fully satisfied and contented, and of and from the same, and every part thereof, and of and from all actions, suits, claims

E. B. intitled to an annuity.

Her release of arrears,

Appointments.

and appoint-
ment of future
payments to
the husband.

And that the
trustees in the
within deed
shall stand seised
of lands to
the use of the
husband, his
heirs and as-
signs.

claims and demands, either in law or equity, for or on account of the same, or any part thereof, I the said *E. B.* do hereby, for myself, my executors and administrators, acquit, release and discharge the said *A. B.* his, &c. and his and their lands and tenements, goods and chattels, and the said manor, &c. within granted and conveyed, or mentioned or interded so to be, and all other lands, &c. charged or chargeable with the same annuity, or any part thereof, for ever, by these presents: *And further know ye, and these presents also witness,* That I the said *E. B.* for divers good, &c. moving, and by force and virtue of the power and authority to me given, in and by the within written indenture, and of all other powers and authorities to me in that behalf given or reserved, or any ways enabling me thereunto, *Do*, by this my deed or writing under my hand and seal, direct, limit and appoint *A. B.* esq. the surviving trustee within named and appointed for raising and paying the said annuity, &c. of 300*l.* in manner aforesaid, his executors, &c. from time to time and at all times hereafter, during the continuance of the term of 200 years within raised and limited for securing the payment thereof, to pay the said annuity, &c. and every part thereof, as the same shall from time to time accrue and become due and payable, together with all arrears thereof, if any now be, unto him the said *A. B.* his, &c. to and for his and their own use and benefit: *And further know ye, and these presents further witness,* That I the said *E. B.* for divers good causes &c. and by force and virtue of the further power and authority to me given or reserved in and by the within written indenture, and of all other power and powers, authority and authorities to me in that behalf given or reserved, or any ways enabling me thereunto, *Do* (by this my deed or writing under, &c. attested, &c.) limit, declare, direct and appoint, that the manor, &c. within granted and conveyed, or mentioned, &c. and the reversion or remainders and inheritance thereof in fee-simple, expectant upon the determination of the particular estate within limited thereof, and subject thereunto, shall at all times hereafter be, go and remain, and the within named *B. C.* and *C. B.* and the survivor of them, and their heirs, and the heirs of such survivor, shall at all times hereafter, stand and be seised thereof, unto and to the use and behoof of him the said *A. B.* and of his heirs and assigns for ever, and for no other use, intent or purpose. *In witness, &c.*

By a Wife to the Heir and Executor of a Trustee in Trust, after her Death, to the Use of her Husband, (whom she married by Consent pursuant to her Mother's Will,) of Land and South-Sea Stock and Annuities.

Recital of *M.*
S.'s will.

TO ALL PEOPLE, &c. I *E. G.* wife of *D. G.* of &c. greeting. *Whereas* *M. S.* widow, deceased, late mother of the said *E. G.* did in and by her last will, &c. bearing date, &c. give, devise and bequeath, *All* that land, &c. which she had then lately purchased of *M. P.* as also all the rest and residue of her personal estate, of what nature or kind soever, after her just debts, &c. should be thereon paid and discharged, unto *T. P.* of, &c. and *W. W.* of, &c. and their heirs, and the survivor of them and his heirs, *In trust* for the said *E. G.* then *E. S.* for and during the term of her natural life, whether

she should continue sole or be married ; and the said *M. S.* thereby willed, That the said trustees, after the deduction of their necessary expenses and charges in the execution of the said trust, should pay the residue of the said rents, and of the produce and interest of the said personal estate to her said daughter *E.*'s own hands, for and during the term of her natural life, for her own proper and separate use, whether she should continue sole or be married, and from and after her decease, *In trust* for the heirs of the body of her said daughter *E.* lawfully begotten or to be begotten ; and in case of failure of such heirs of her body, then *In trust* for such person or persons as her said daughter *E.* by her last will in writing, or by any deed duly executed, should direct and appoint, whether she should continue sole or be married ; and of her said last will and testament did make the said *E.* sole executrix : *And whereas* the said *M. S.* by a codicil in writing, bearing date, &c. and annexed to her said will, thereby (amongst other things) taking notice of the said devise and bequest of her real and personal estate made unto the said *T. P.* and *W. W.* *In trust* for her said daughter *E.* as aforesaid, did by her said codicil will, That the said trust should continue as long as she the said *E.* should remain sole and unmarried ; *But* if she should be married to any man without the consent and approbation of one of her said trustees, then the said *M. S.* did thereby revoke and make void the trust by her said will in them reposed, which was intended for her benefit during her natural life, and did thereby will, That the trust for her benefit should cease and determine, and that she should not receive any benefit or advantage from the produce of her real estate or the interest of her personal estate, during her life ; but the said land, and the produce thereof, and the residue of her personal estate, and the interest thereof, should be in the trustees, *In trust* as in the said will is mentioned, from and after her said daughter's decease ; but if her said daughter should be married with the consent and approbation of either of the said trustees, then the trust that in them is reposed by her said will for her benefit, should remain in full force ; any thing in the said codicil contained to the contrary thereof in any wise notwithstanding, as in and by the said will and codicil, relation, &c. *And whereas* the said *M. S.* soon after departed this life, without altering or revoking the said will and codicil, or either of them ; and some time after her decease the said *E. G.* did renounce the burthen of the execution of the said will, and thereupon letters of administration of the said will and codicil annexed were duly granted unto the said *T. P.* *And whereas* the said *E. G.* did comply with her said mother's directions in the said codicil, and married the said *D. G.* with the consent and approbation of both the said trustees, who testified such their consent and approbation by being made parties to and executing the settlements which were made on her marriage with the said *D. G.* *And whereas* the said *W. W.* departed this life in the lifetime of the said *T. P.* and the said *T. P.* is likewise since dead, having before his death made his last will and testament in writing, and thereof appointed *M. P.* his widow his executrix : *And whereas* there is now standing in the name of the said *T. P.* in the *South-sea* company in *South-sea* stock and *South sea* annuity stock, the sum of 1600*l.* or thereabouts, which, together with the said ten acres of land at *H.* aforesaid, are in the power of the said *E. G.* to dispose of, in case of failure of heirs of her body ; *Now these presents witness*, That in consideration of the great love and affection which she the said *E. G.* hath and beareth

Codicil.

Death. *E. G.*
 renouncing the
 executorship.
 Letters of ad-
 ministration
cum testamento
annexo granted
 to *T. P. E.*
G.'s marriage
 by consent of
 trustees.
 Trustees dead.
M. P. execu-
 trix of *T. P.*
S. S. stock and
 land in the
 power of *E. G.*
 to dispose of
E. G.'s ap-
 pointment,
 that after her
 decease with-
 out heirs of

her body, the heirs of the surviving trustees shall stand seised of land in trust for her husband. And that *M. P.* shall stand possessed of *S. S.* stock, &c. in trust for her husband.

to and for the said *D. G.* her husband, and in pursuance of the power and authority given to the said *E. G.* in and by the said will of the said *M. S.* deceased, as aforesaid, or of any other power or powers whatsoever, any ways vested in or belonging to the said *E. G.* she the said *E. G.* Hath directed and appointed, and by this present deed duly executed under her hand and seal, *Doth* direct and appoint, That from and after the decease of her the said *E. G.* without heirs of her body lawfully begotten, the heir at law of the said *T. P.* or such other person or persons in whom the trust of the said ten acres of land at *H.* aforesaid shall appear to have been legally vested, their respective heirs and assigns, shall stand seised of the said ten acres of land and premises in the parish of *H.* aforesaid, and of all other the lands and hereditaments of her the said *E. G.* whereof she hath or shall have any power or disposal by virtue of the said will of the said *M. S.* deceased, *In trust*, for the said *D. G.* his heirs and assigns for ever. *And these Presents further witness*, That for the consideration aforesaid, and in further pursuance of the said power and authority given to her the said *E. G.* in and by the said will of the said *M. S.* as aforesaid, or of any other power or powers whatsoever any ways vested in or belonging to her the said *E. G.* she the said *E. G.* Hath directed and appointed, and by this present deed duly executed, as aforesaid. *Doth* direct and appoint, That from and after the decease of her the said *E. G.* without heirs of her body lawfully begotten, the said *M. P.* or such other person or persons, in whom the trust of the said *South-sea* stock and *South-sea* annuity stock, and the dividends and produce thereof, and all other the monies, goods, chattels and personal estate whatsoever, whereof the said *E. G.* hath or shall have any power or disposal as aforesaid, shall appear to be legally vested by virtue of the trusts aforesaid, their respective executors and administrators, shall stand possessed of the said sum of 1600*l.* or thereabouts, reposed in *South-sea* stock and *South-sea* annuity stock, and the dividends and produce thereof, and of and in all other the monies, goods, chattels and personal estate whatsoever, whereof she the said *M. G.* hath or shall have any power of disposal, as aforesaid, *In trust* for the said *D. G.* his executors, administrators and assigns. *In witness*, &c.

A Wife's Deed of Appointment or Will, according to a Power to her reserved by Settlements, (notwithstanding her now Coverture) whereby she disposed several particular Legacies and Annuities, and makes her Husband sole Executor.

K NOW ALL MEN BY THESE PRESENTS, That I *A.* late wife of —, now wife of *A.* of, &c. by virtue of a power or powers reserved in and by two several pair of indentures *quadruplicate*, bearing date on, &c. and by virtue of all and every other power and powers, *Do* hereby make and ordain my last will and testament and this writing purporting my last will and testament; and do hereby, pursuant to the said power and powers and to all and every other power and powers whatsoever, order, direct, give, limit and appoint in manner following; And first, I give and appoint unto *A. B.* of, &c. merchant, 500*l.* and to *M. C.* (wife of, &c.) 50*l.* Item, I give and appoint to *A. B.* of, &c. spinster, the sum of 20*l.* &c. (And also unto several other persons other sums, &c.) Also, I give and appoint unto *C. D.* and *E.* children

Children of G. 20*l.* a-piece, to be paid to them at their several ages of
 &c. *Also* I give and appoint unto H. of, &c. one annuity or yearly
 sum of — of, &c. for and during her widowhood, to be paid her
 half yearly by equal portions, *viz.* at *Michaelmas* and *Lady-day*; the
 first payment to be made on the first of the said feasts that shall first hap-
 pen next after one year after my death. *Item*, I give and appoint to such
 poor widows, and the like number of poor old men of the said parish
 as after my decease, who have been house-keepers in the said parish,
 the sum of 40*s.* a piece of like money, to be paid by my said husband
 A. B. *Also* I further give and appoint to such poor of the said parish of
 as my said husband A. B. and the church-wardens of the same parish
 shall approve of and think fit, the sum of 100*l.* to be disposed and distri-
 buted in such proportions as my said husband and the said church-war-
 dens shall think fit. *Also* I give and appoint, &c. (*Several other sums
 of money to several persons and their children.*) *Also* I do hereby appoint
 and direct, That none of the said legacies or sums of money hereby
 given or appointed to any person or persons who shall be under age at
 the time of my decease, shall become due or payable to any such person
 or persons, if males, until they shall respectively attain the age of 21
 years, and if females until their respective marriages, or age of 21 years;
 and that if such person or persons shall die before such legacy or sums
 of money shall, by virtue hereof, become payable to them respectively,
 such legacy or sum of money hereby given to such person so dying,
 shall be null and be void. *And lastly*, I do hereby give and appoint all the
 of my real and personal estate whatsoever and wheresoever, unto
 my said dear husband A. B. his heirs, executors, administrators and af-
 fides. And I do hereby revoke and make void all former wills and
 appointments by me made: And do hereby constitute and appoint the
 said A. B. the sole executor of this my will. *In witness, &c.*

*A Wife to her Husband of her Personal Estate, subject, after her Death,
 to the Will of P. G. as to a Moiety thereof.*

TO ALL, &c. *Whereas, &c.* (*Recitals*) *Now know ye, and these Pro-
 sent witnesses*, That in consideration of the said marriage so had and
 solemnized between me the said C. W. and the said J. W. and of the
 love and affection which I have for and bear to the said J. W. my
 husband, and to the end and intent to make some better provision for his
 support and maintenance, and for divers other good causes and valuable
 considerations me hereunto moving, I the said C. W. (in pursuance and
 virtue of the power to me reserved and given in and by the said recit-
 ed indenture, for giving and disposing of my said goods, chattels, debts,
 effects and personal estate, to and for such uses, intents and purposes, as
 by any deed or writing should direct, order and appoint, and by virtue
 of all and every other power and powers and authorities whatsoever, to
 me in any wise reserved and now belonging) *Have directed, ordered and
 appointed*; and by this my present deed or writing, by me signed, sealed
 and delivered in the presence of and attested by three credible witnesses,
 who have on the back hereof subscribed their names as witnesses here-
 unto, I the said C. W. Do hereby direct, order and appoint, *All my
 real, household goods, debts, effects, chattels and personal estates
 whatsoever*

Appointments.

whatsoever and wheresoever, and of what nature or kind soever, whereof or wherein I have power to dispose, under or by virtue of the will of the said P. G. or the said recited indenture, and wherein I the said C. G. or any other person or persons in trust for me, is or are in any wise now possessed, or intitled unto, (save and except as to a messuage, &c.) And all my right, interest and property therein, to and for the only proper use, benefit and dispose of the said J. W. his executors, &c. as and for his and their own proper monies, goods and chattels, from henceforth for ever, and that in as full, large, ample and beneficial manner, to all intents, constructions and purposes whatsoever, as I the said C. W. could or might have had, received, recovered or enjoyed the same, in case these presents had not been made, (*Subject nevertheless as to one moiety or half-part of the hereby appointed premises, from and immediately after the death of me the said C. W. in trust, and to and for such uses, intents and purposes as in and by the will of the said P. G. are thereby given and directed touching and concerning the same ;*) And I the said C. W. do hereby request, desire, direct and appoint, as well my co-executor the said J. W. as also my said trustees the said L. M. and T. F. and their respective representatives, to account with, and to pay and assign all such of my said debts, effects and personal estates as are now in their, or any of their hands, unto the said J. W. his executors, administrators and assigns, and which shall belong to him and them by virtue of the appointment hereby to him and them made. *In witness, &c.*

By an intended Wife, that Trustees shall stand seised of Premises mortgaged in Fee, in Trust for the Husband.

TO ALL, &c. J. A. of, &c. esq. and E. J. spinster, daughter of, &c. and the within named R. L. send greeting. *Whereas* the said R. L. was a trustee of the within written mortgage, for the said countess dowager of D. who did in her life-time transfer All the within written mortgage-money and interest unto the said E. J. *And whereas* a marriage is intended by God's permission, shortly to be had between the said J. A. and E. J. and the said E. J. hath contracted and agreed that the said J. A. shall have and receive the within mentioned mortgage-money of 500*l* and all interest from henceforth to grow due for the same, as part of the marriage portion of the said E. J. Now the said E. J. Doth hereby direct and appoint the said R. L. and his heirs, from henceforth to stand seised of the within mentioned mortgaged messuages, closes, pieces and parcels of land, and hereditaments, and of the within written mortgage as security, and the said 500*l*. principal money, and of all interest from henceforth to grow due for the same, *In trust* for the said J. A. his executors, administrators and assigns. (R. L. covenants with J. A. that he hath not incumbered, and that he will from henceforth stand seised in trust for him, his executors, administrators and assigns.) *In witness, &c.*

From a Wife to a Trustee, for her Husband's Use, of a Moiety of a Reversion of a Copyhold Estate, after the Death of her Sister, the other Co-heiress.

TO ALL, &c. E. E. wife of J. E. of, &c. (lately called E. B. one of the daughters and co-heirs of W. B. deceased) sendeth greeting. *Whereas* at a general court-leet and court-baron holden for the manor of H. in the county of E. on ——— the ——— day of, &c. the said J. E. and the said E. E. his wife, *Did* in open court duly surrender into the hand of the lady of the said manor, according to the custom thereof, *All* that the reversion of her the said E. (expectant on the death of A. the now wife of T. J. gent. lately called A. B.) of one moiety or half-part undivided of and in all that messuage or tenement called or known by the name of, &c. all which premises were then in the possession of, &c. *To the several uses, intents and purposes herein after mentioned and expressed, viz. To the use and behoof of the said E. for and during her natural life; and from and after her decease, To the use and behoof of the said J. E. for and during his natural life; and from and after the decease of the said J. E. and E. his wife, and the survivor of them, To the use of the heirs of the bodies of them the said J. E. and E. his wife, lawfully to be begotten; and for default of such issue, To such person and persons, and for such estate and estates, uses, intents and purposes, and upon and under such powers and agreements, as she the said E. (whether covert or sole, and notwithstanding her coverture) should, by any deed or deeds, or writing or writings, under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or other writing in nature thereof, attested by three or more credible witnesses, limit, declare, devise or appoint; and for want of such limitation, declaration, devise or appointment, To the use and behoof of the right heirs of the said E. E. for ever.* *and admittance.*

And the said E. E. was then at the said court admitted to the said reversion (expectant as aforesaid) of the said moiety or half part of the said premises, *To hold* for and during her natural life, according to the same surrender, as in and by the court-rolls of the said manor shall and may more fully appear: *Now know ye,* That the said E. E. *Consideration.*

and in consideration of the love and affection which she the said E. E. hath for and beareth to the said J. E. her husband, and in consideration of the tender care and affection which the said J. E. hath had and shewn for the said E. E. his wife, and for divers other good causes and considerations her the said E. E. hereunto especially moving, she the said E. E. according to the power reserved and contained in the said recited surrender, and by virtue thereof, and according to all and every the power and powers which the said E. E. hath in this behalf, or which to her *Doth* or may in any wise belong, and in pursuance and execution thereof, *Hath* by this present deed or writing under her hand and seal attested by two or more credible witnesses, limited, declared, devised and appointed, and by these presents she the said E. E. *Doth* limit, declare, devise and appoint the reversion and inheritance (expectant on the several deceases of the said A. J. E. E. and J. E. and on failure of issue of the bodies of them the said

Limitations

Power of
revocation.

said J. E. and E. his wife) of the aforesaid moiety or half part of and in the said messuage or tenement, lands, hereditaments and premises herein before mentioned, and every part and parcel thereof, with their and every of their appurtenances; and also all the estate, &c. of her the said E. (expectant as herein before is last mentioned) in and to the same moiety of the same premises; *Unto and to the use of T. B. of, &c. gent. his heirs and assigns for ever, In trust nevertheless to and for the only proper use and behoof of the said J. E. his heirs and assigns for ever. Provided always nevertheless, That it shall and may be lawful to and for the said E. E. at any time during her natural life, (whether covert or sole, and notwithstanding her coverture,) by any deed or writing under her hand and seal attested by two or more credible witnesses, or by her last will and testament, or other writing in nature thereof, attested by three or more credible witnesses, To alter, change, revoke, null and make void the said use and uses, estate and estates hereby limited or created, of and in the said reversion of the said moiety of the said messuages, lands and premises or any part thereof; and thereof and of any part thereof; by the same deed or writing, or by such last will and testament, or writing in the nature thereof, attested as aforesaid, to create, limit, appoint or declare any other use or uses, estate or estates, trust or trusts of and in the same premises and every or any part thereof, in such sort, manner and form as the said E. E. shall think fit and convenient. In witness whereof the said E. E. hath to this her limitation, declaration, devise or appointment, set her hand and seal the ——— day of, &c.*

Fourthly, Appointments by Husband and Wife, or the Wife alone, of Lands to their Use, or the Use of their or one of their Heirs, &c.

By Husband and Wife, of her Estate of Inheritance, Habendum, after the Death of the Survivor, to the Use of the Heirs and Assigns of the Wife, pursuant to a Power reserved in a Conveyance by deed and Fine.

Recital of a
deed and fine,
whereby an
estate is limited
in trust for the
use of

THIS INDENTURE made, &c. Between J. T. of, &c. esq; and D. his wife, (niece and heir of Sir T. D. late of, &c. kn. deceased,) of the one part, and (a trustee) of the other part. *Whereas* by indenture bearing date, &c. made, &c. between the said J. T. and D. his wife, of the one part, and J. J. of, &c. esq; of the other part, and by virtue of a fine with proclamations duly acknowledged and levied by the said J. T. and D. his wife, to the said J. J. and his heirs, pursuant to the covenant and agreement for that purpose contained in the said indenture, *All those, &c. of them the said J. T. and D. his wife, situate, &c. or in any other town, parish or place whatsoever in the said county of B. which were the freehold or inheritance at the common law of Sir T. D. kn. deceased, uncle of the said D. T. Were limited to the use of the said J. J. his heirs and assigns, In trust that the said J. J. and his heirs should stand and be seised of all and singular the said manors, &c. therein and herein*
before

before mentioned, with their and every of their appurtenances, to the several uses, intents and purposes, and with and under the several limitations, powers, liberties and authorities therein after mentioned, that is to say, To the use of the said J. T. for and during J. T. for life. his natural life without impeachment of waste, and with such further powers, liberties and authorities as are herein after limited and expressed; and from and after the decease of the said J. T. to the use of the said D. T. for and during her natural life without impeachment of waste, and with such further powers, liberties and authorities as are herein after mentioned; and from and after the deceases of the said J. T. and D. his wife, and the survivor of them, to the use of such person and persons, and to such intents and purposes, as the said J. T. and D. his wife, or the survivor of them, should by any writing or writings under both their hands and seals, or under the hand and seal of the survivor, executed in the presence of two or more credible witnesses, declare, limit or appoint, and for want of such declaration, limitation or appointment, to the use of the right heirs of the said D. T. for ever, as by, &c. relation, &c. *Now this indenture witnesseth*, That for divers good causes and valuable considerations, them the said J. T. and D. his wife, hereunto especially moving, they the said J. T. and D. his wife, according to the power to them reserved and given in and by the said in part recited indenture, and by virtue thereof and of all and every the power or powers, authority or authorities which to them or either of them doth belong or appertain, *Have* and each of them *Hath* declared, limited and appointed, and by this present writing under both their hands and seals, executed in the presence of two credible witnesses, whose names are intended to be hereupon indorsed, witnesses hereunto, *Do*, and each of them the said J. T. and D. his wife, *Doth* declare, limit and appoint unto the said (trustee) his heirs and assigns, *All* the said manors, &c. and all and singular other the premises herein before mentioned and comprised in the said herein before in part recited indenture, and the yearly and other rents, issues and profits of the said manors, &c. and all and singular other the premises hereby declared, limited and appointed or intended so to be as aforesaid, with their and every of their rights, members and appurtenances; *To have and to hold* the said manor, &c. as aforesaid, with their and every of their rights, members and appurtenances, from and after the deceases of the said J. T. and D. his wife, and the decease of the survivor of them, unto the said (trustee) his heirs and assigns, *To the use and behoof* of the said (trustee) his heirs and assigns for ever: *In trust nevertheless* for the only benefit and advantage of the said D. T. her heirs and assigns for evermore. *In witness*, &c.

After his decease to D. T. for life.

After both their deaths, then as they shall have appointed.

Their appointment to a trustee.

By Husband and Wife, by virtue of a Deed and Recovery of Lands, to such Uses as they should appoint, to the Husband for Life; Remainder to the Wife's Heirs in Fee, with a Power for the Husband to charge a Sum by Will to be raised after her death, 1 Hersem. 39.

TO ALL, &c. A. B. late of, &c. and B. his wife, one of the Recitals; daughters of C. D. late of, &c. send greeting. *Whereas*, &c. *(Recital of a lease, release and a recovery, whereby lands, &c. were conveyed*

Appointment.

conveyed to such uses as husband and wife should appoint: and for want of such appointment, to the use of them respectively for life, sans waste; remainder to his Heirs: (Now know ye that the said A. B. and B. his wife, by force and virtue of the said recited power and authority to them in that behalf given or reserved as aforesaid, and of all and every other power, &c. Do by this their deed, &c. under, &c. attested, &c. limit, declare, direct, and appoint, that all and every the said messuage, &c. shall from henceforth be, go, remain and continue; and that the said recited indentures of lease and release and common recovery thereupon suffered, and the full force and effect of the same and of every of them, shall be and enure, and shall be adjudged and taken to be an enure, and are so meant and intended to be and enure; and that the said E. F. (the defendant in the said recovery named) and his heirs, shall stand and be seised of the said messuages, &c. to and for such use intents, and purposes, and under and subject to such powers, provisos and agreements, and charged and chargeable in such manner as is herein after in that behalf mentioned, expressed or declared; that to say, To the use and behoof of the said B. his wife, and of his heirs and assigns for ever. Provided always nevertheless, and it is the true intent and meaning of these presents; and the said A. B. and his wife, do hereby declare, direct and appoint, that it shall and may be lawful to and for him the said A. B. by his last will, &c. in writing &c. to charge the said messuages, &c. with any sum, &c. (not exceeding, &c.) to be levied and raised after the decease of her the said B. and not before or sooner, and to be paid and disposed of to such persons or persons, and for such uses and purposes, and at such times, (after the decease of the said B.) and in such parts and proportions, manner and form as the said A. B. shall by such his will, &c. attested as aforesaid, limit, &c. the same; any thing, &c. (Proviso of revocation and new limitation reserved to them both. Tit. Proviso.) In witness, &c.

By a wife of Lands to her second Husband and self, and their Heirs, Assigns for ever, pursuant to a Power reserved in a Settlement made on her first Marriage.

Recital of settlement on the first marriage.

TO ALL PEOPLE to whom, &c. J. C. the now wife of W. of, &c. sends greeting. *Whereas* the said J. C. whilst she was sole (by the name of J. E. of, &c.) by indenture of lease and release bearing date, &c. in consideration of a marriage then agreed on between the said J. and one T. W. of, &c. Did grant, &c. unto W. of, &c. and R. W. of, &c. All that, &c. to be had and holden unto the said W. W. and R. W. their heir and assigns for ever to the use of, &c. (of the said J. E. till marriage, afterwards to her first husband for life; remainder to herself for life, remainder to trustees for 60 years to pay 100l to whom she should appoint; remainder to her issue by her for husband; and in default of issue, to whom she should appoint; and in default of such appointment, to the use of the husband and his heirs assigns for ever :) And whereas the said marriage did afterwards take effect, and the said T. W. is since dead, and the said J. E. since intermarried with the said W. C. her present husband: Now know ye that the said J. C. in consideration of the said marriage last mentioned, and for other considerations thereunto moving, *Hasb* (in

First husband's death, and second marriage.

Appointment.

nance of the power to her reserved and given in and by the said recited indenture of release) limited, ordered, directed and appointed; and by this present writing signed with her hand, and sealed with her seal, in the presence of J. T. J. B. and A. D. being three credible witnesses, *Doth* order, &c. that all and singular the said premises above mentioned, with the appurtenances, shall from henceforth for ever hereafter be and remain, and the said W. W. and R. W. and their heirs and all and every other person and persons, and his and their heirs, standing and being seised of and in the said messuage, tenement and premises above recited, shall at all times hereafter stand and be seised thereof, and of every part and parcel thereof, with the appurtenances, *To the use* and behoof of the said W. C. and J. his wife, their heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. *In witness, &c.*

* *Deed by a Feme Covert for granting and appointing Money in the Funds.*

THIS INDENTURE, made, &c. *Between J. D. of A. in the parish of Partica:*
N. in the county of S. salesman, and S. his wife, late S. S. spinster,
of the one part, and *W. S. of C. R. in the county of M. esq. of the*
other part. *Whereas C. M. the elder, of the parish of S. S. in the*
county of S. Skinner, in and by his last will and testament, in writing, Recital of a
bearing date on or about the 28th day of June, in the year of our will and tes-
Lord 1781, did give and bequeath unto the said S. S. by her then tament,
name and description of S. S. spinster, then living with him, one
annuity of 50*l.* for and during the term of her life, to commence
from the time of his decease, the first payment to be made out of the
first dividends of his money to be paid first after his decease, and ap-
pointed his son C. S. M. and the said S. S. executor and executrix
of his said will. *And whereas* the said C. M. the elder, departed of death of
this life on or about the 30th day of June, in the year of our Lord testator,
1781, possessed of a very considerable personal estate, whereby the
said S. S. became intitled to the said annuity of 50*l.* during the
term of her natural life, *And whereas* the said C. M. and the said
S. S. on or about the 30th day of June in the said year last men-
tioned, duly proved the said will and took upon them the execu-
tion thereof; *And whereas* by a decree of the high court of chan- and that the
cery, bearing date the 28th day of July 1783, made by the then executors
lord high chancellor in a certain cause, wherein the said C. S. M. was proved the
plaintiff, and the said S. S. was defendant: His lordship did amongst will.
other things order and decree that it should be referred to Mr. E. one Decree in
of the matters of the said court, to take an account of the personal chancery.
estate of the said testator C. M. not specifically bequeathed, come to Order there-
upon,
the hands of the plaintiff and defendant, his or her or their exe-
cutors, or either of them, or to the hands of any other person or
persons, by their or either of their order, or for their or either of
their use, and that the arrears of the said annuity should be paid,
and that the said master should set aside a part of the said testator's
personal estate, to answer the growing payments of the annuity of
50*l.* given by the said testator's will to the defendant for life, and that
what was set a-part for that purpose should be paid into the bank,
with

Agreement
between the
parties.

Contract for
purchase.

Agreement by
husband to
confirm the
same, &c.

Indenture of
trust.
The trustees
named.

with the privity of the accomptant general of that court, to be placed to the credit of that cause, to be when so paid laid out in the purchase of bank 3 per cent. annuities, in the name and with the privity of the said accomptant general in trust in that cause, and the said accomptant general was to declare the trust thereof subject to the further order of the said court, and out of the growing interest of such bank annuities, it was ordered that the annuity of 50*l.* be paid to the defendant for her life: *And whereas* the said S. S. hath since intermarried with the said J. D. *And whereas* the said J. D. and S. his wife, and the said C. S. M. afterwards agreed that the sum of 1666*l.* 13*s.* 4*d.* 3 per cent. bank consolidated annuities, part of the personal estate of the said testator should be set a-part and transferred into the name of four trustees, two to be nominated by the said J. D. and the other two by the said C. S. M. in trust, to answer and secure the due payment of the said annuity of 50*l.* to the said S. D. late S. S. during the term of her natural life, for her own separate use exclusive of her said husband, in the manner hereinafter more particularly noticed or recited. *And whereas* the said J. D. and S. with the approbation and consent of her said husband testified by his being party hereto, hath contracted and agreed with the said W. S. for the absolute sale to him of the said annuity of 50*l.* to be secured in manner above mentioned, and to be paid to the said W. S. his executors, administrators and assigns, for and during the natural life of the said S. at or for the price or sum of 350*l.* *And whereas* the said J. D. hath agreed with the said W. S. to confirm the said sale. *And whereas* at the time of the said agreement for the sale of the said annuity, it was further agreed between the said J. D. and S. his wife, and the said W. S. for the better securing the said annuity to the said W. S. his executors, administrators, and assigns, that the said W. S. and a person to be nominated by him should be appointed two of the trustees of the said stock on the part of the said S. wife of the said J. D. *And whereas* by indenture bearing date the 25th day of April last past, and made or mentioned to be made between A. B. of S. in the parish of S. gent. C. D. of R. in the county of — gent. the said W. S. party hereto, and A. R. S. of K. in the county of M. esq. after reciting in part as herein before is recited. It was witnessed that the said sum of 1666*l.* 13*s.* 4*d.* 3 per cent. bank consolidated annuities, had been duly transferred into the joint names of the said A. B. C. D. W. S. and A. R. S. who had accepted or did intend to accept the same in the proper transfer books kept for that purpose at the bank of England, upon trust, that they the said A. B. C. D. W. S. and A. R. S. and the survivor of them, or the executors, or administrators of such survivor should, during the coverture between the said J. D. and S. his wife, either pay to or permit and empower her the said S. D. and her assigns, to receive and take all the dividends, interest, and produce of the said sum of 1666*l.* 13*s.* 4*d.* 3 per cent. bank consolidated annuities for the sole separate and peculiar use and benefit of her the said S. D. and her assigns during her life, and not to be paid to the said J. D. or any future husband she might thereafter have, but during her life to be paid into the proper hands of her the said S. D. or to such other person or persons, as she by any note or writing to be by her signed with her name of her own proper hand writing notwithstanding her coverture, and whether

covert

covert or sole, should from time to time direct or appoint, so that the same should not in any wise be subject or liable to the disposal, intermeddling, engagement, controul, debts, or incumbrances of the said J. D. or any future husband she might have, and that the receipts of the said S. D. signed with her hand notwithstanding her coverture, or by such person or persons so by her appointed to receive the same as aforesaid, should be a good and sufficient discharge as well to the said trustees and the survivor of them, or to the executors, or administrators of such survivor as to every other person who might be interested or concerned in the same: *Now this Indenture witnesseth*, That in further pursuance and performance of the said agreement, and for and in consideration of the sum of 350*l.* of lawful money of *Great Britain*, to the said J. D. and S. his wife, in hand well and truly paid by the said W. S. at or before the sealing and delivery of these presents, being in full for the absolute purchase of the said annuity or clear yearly sum of 50*l.* for and during the life of the said S. D. the receipt of which said sum of 350*l.* the said J. D. and S. his wife do hereby acknowledge and of and from the same and every part thereof, do acquit, release, and for ever discharge the said W. S. his heirs, executors, and administrators, by these presents, they the said J. D. and S. his wife, have and each of them hath granted, bargained, sold, assigned, transferred, and set over, ratified and confirmed, and by these presents do and each of them doth grant, bargain, sell, assign, transfer and set over, ratify and confirm unto the said W. S. his executors, administrators, and assigns, ~~that~~ that one annuity or clear yearly sum of 50*l.* in and by the said in part recited will, given and bequeathed, limited to and provided for the said S. wife of the said J. D. for her life as aforesaid, and so made to be issuing and payable out of and from and secured by the interest and produce of the said 1666*l.* 13*s.* 4*d.* 3 *per cent.* bank consolidated annuities, standing in the names of the said A. B. C. D. W. S. and A. R. S. *In trust*, for securing the payment of the said annuity as aforesaid, and the said interest, dividends and produce of the said bank consolidated annuities, out of or by which the said annuity or yearly sum of 50*l.* is made payable and secured, and all benefit and advantage thereof, *To have and to hold*, receive, perceive, take and enjoy the said annuity or clear yearly sum of 50*l.* and the said interest and produce of the said bank annuities, hereby assigned or expressed and intended so to be, and all the future and growing payments thereof, and all advantage and benefit thereof, unto the said W. S. his executors, administrators, and assigns from henceforth for and during the term of the natural life of the said S. D. *And this indenture further witnesseth*, That for the consideration aforesaid, and by force and virtue of the power and authority to the said S. D. given in and by the said above within in part recited indenture of the 25th day of *April* last past, and of all other powers and authorities to her in that behalf given or reserved in her vested, or her in any wise thereto enabling, she the said S. D. doth by this her deed or writing under her hand and seal, irrevocably direct, limit, and appoint the said A. B. C. D. and A. R. S. who together with the said W. S. are the trustees in the said deed named and appointed of the said stock in manner aforesaid, and each and every of them and their executors, administrators, and assigns, from time to time and at all times hereafter, during the natural life of the said S. D. to pay the said annuity or annual sum of 50*l.* interest, dividends and produce

Transfer.

Appointment in pursuance of power.

Covenant by husband for self and wife, that they or one of them have power to grant and appoint.

Have not done any thing to incumber.

produce of the said sum of 1666*l.* 13*s.* 4*d.* 3 *per cent.* consolidated annuities and every part thereof, as the same shall from time to time accrue and become due and payable, together with all arrears thereof unto him the said *W. S.* his executors, administrators, or assigns, to and for his and their own use and benefit, and that the receipt of the said *W. S.* his executors, administrators, or assigns, shall be a full and sufficient discharge to the said trustee or trustees for the same. *And* the said *J. D.* for himself his heirs, executors, administrators, and the said *S.* his wife, doth hereby covenant, promise, declare, and agree to and with the said *W. S.* his executors, administrators, and assigns, in manner following, (that is to say,) that they the said *J. D.* and *S.* his wife, or one of them now have or hath in themselves or one of them good right, full power, and lawful and absolute authority to grant, bargain, sell, assign, transfer, and set over and appoint unto the said *W. S.* his executors, administrators and assigns, the said annuity or clear yearly sum of 50*l.* interest, dividends, produce and profits in manner and form aforesaid, and that the said *S. D.* now at the time of making and executing these presents is in the receipt and enjoyment of, and well intitled in possession to the said annuity or clear yearly sum of 50*l.* interest, dividends and produce, and that the said *J. D.* or *S.* his wife or either of them, have not at any time or times heretofore made, done, executed, or committed, or suffered to be made, done, executed, or committed any act, deed, grant, assignment, matter or thing whatsoever, whereby or wherewith the said annuity or yearly sum of 50*l.* and premisses hereby granted or expressed and intended so to be, is, are, can, or shall or may be in any wise charged, incumbered or affected, or annulled, extinguished, forfeited, or become void or voidable, *And* that the said *J. D.* and *S.* his wife or either of them shall not, nor will at any time or times hereafter make, enter into, or execute any grant, assignment, transfer, demise, release, or other deed, writing or assurance, or make do and commit, or cause and procure to be made, done, and committed any act or acts, deeds, matters or things whatsoever, to impeach, avoid, annul, lessen, defeat or destroy, or in any wise affect the grant, assignment, and appointment, or powers by these presents made or granted to the said *W. S.* or expressed and intended so to be, or by means whereof the said *W. S.* his executors, administrators and assigns, may be prevented, hindered, molested, disturbed, or interrupted in receiving the said annuity or clear yearly sum of 50*l.* interest, dividends, produce and premisses hereby granted or expressed and intended so to be; *And* for the better and more effectual securing the punctual payment of the said annuity or clear yearly sum of 50*l.* interest, dividends, produce and premisses to the said *W. S.* his executors, administrators, or assigns, *It is hereby declared and agreed,* by and between the said parties to these presents that it shall and may be lawful to and for the said *W. S.* his executors, administrators, and assigns, from time to time and at all times hereafter, during the term of the natural life of her the said *S. D.* to ask, demand, and receive of and from the said *A. B. C. D.* and *A. R. S.* and of and from all and every other person and persons, who for the time being shall be trustees of the said sum of 1666*l.* 13*s.* 4*d.* 3 *per cent.* bank consolidated annuities, or any other person or persons whomsoever, interested or concerned therein, the said annuity or yearly sum of 50*l.* interest, dividends, produce and premisses, and upon receipt thereof of

of any part thereof, releases, acquittances, and other proper discharges from time to time to make and give for the same, either in the name or names of him the said *W. S.* his executors, administrators or assigns, or in the names or name of the said *J. D.* and *S.* his wife or either of them just as occasion shall be and require, and upon non-payment thereof or of any part thereof, in the names or name and in the manner aforesaid, to have, use, take, exercise, commence, carry on and prosecute all such powers, remedies and expedients, courses, ways or means whatsoever, and in such manner as they the said *J. D.* and *S.* his wife or either of them, might or could personally do in this behalf in case these presents had not been made: *And further* that they the said *J. D.* and *S.* his wife, shall and will from time to time and at all times hereafter, upon the request and at the costs and charges of the said *W. S.* his executors, administrators or assigns, make do and execute, or cause and procure to be made done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, grants, assignments, and assurances in the law whatsoever, for the further better and more effectually granting, assigning, transferring, securing and assuring unto the said *W. S.* his executors, administrators, and assigns, the said annuity or clear yearly sum of 50*l.* interest, dividends, produce and premisses hereby granted and assigned or expressed, and intended so to be, as by the said *W. S.* his executors administrators and assigns, or his or their counsel in the law, shall be reasonably devised or required; *And lastly*, that in case the said *A. B. C. D. W. S.* or *A. R. S.* or either of them, or any other trustee hereafter to be appointed in either of their places shall die or be desirous of being discharged from acting as a trustee of the said 1666*l.* 13*s.* 4*d.* bank consolidated annuities, in the life-time of the said *S. D.* that then in either of the said cases she the said *S. D.* and the said *J. D.* her husband if requisite, shall and will within one month therefrom appoint or concur with the said *W. S.* his executors or administrators in appointing some other fit person to be nominated by the said *W. S.* his executors, administrators, or assigns, trustee of the said 1666*l.* 13*s.* 4*d.* 3 *per cent.* bank consolidated annuities, in the room or stead of the trustee so dying or desiring to be discharged, and so from time to time as often as the case shall so happen, and also shall and will execute and do or join with the said *W. S.* his executors, administrators, or assigns, in executing or doing all and every act and acts, deeds and things requisite or expedient for the procuring the said trust-money, and fund to be assigned to and invested in such new trustee, together with the then surviving or remaining trustees thereof in trust, for securing the payment of the said annuity of 50*l.* to the said *W. S.* his executors, administrators, and assigns, during the life of the said *S. D.* *In witness,* &c.

For further assurance.

For discharge and re-appointment of trustees, &c.

N. B. The above appointments and grant should be accompanied with a bond from the husband for performance of covenants.

Fifthly,

Fifthly, Appointments of Portions and other Provisions for Children.

By a Husband, of Lands, after his and his Wife's Death, to the Use of all their Children (except the eldest Son) as Tenants, in Common in Tail General, with cross Remainders; Remainder to the eldest Son in Tail; Remainder to the Father in Fee, with a Proviso that if a younger Son becomes the Eldest alive, his Share shall go amongst the Rest of the Children.

By Indorsements.

K NOW, &c. That I the within named J. C. by force and virtue of the power and authority to me in that behalf given or reserved in and by the within written indenture, and of all other powers and authorities enabling me thereunto, Do by this my writing under, &c. testified, &c. direct, limit and appoint, All, &c. in and by the within written indenture granted and released, or mentioned, &c. with their, &c. from and immediately after the several deceases of me the said J. C. and A. my now wife, to, and *To the use and behoof* of all and every the children (whether sons or daughters) of me the said J. C. by the said A. my wife born or to be born (except the eldest or only son for the time being of me and my said wife) to be equally divided between them share and share alike, as tenants in common and not as joint-nants, and the heirs of the respective bodies of all and every the said children lawfully issuing, (except of such eldest or only son); *And if one or more of such children shall happen to die without issue, then as to the share or shares of him, her or them so dying without issue, to and To the use of the survivors or others of them (except as aforesaid) share and share alike, and the heirs of their respective bodies issuing (except as aforesaid); And if all such children but one shall happen to die without issue; or if there shall be but one such child besides an eldest or only son; then to, and To the use of such only child and the heirs of his or her body issuing, And for default of such issue, then to, and To the use of such elder or only son of me by my said wife, and the heirs of his body issuing; And for default of such issue, then to, and To the use of me the said J. C. and of my heirs and assigns for ever. Provided always, That if any younger son of me by my said wife shall by the death of an elder without issue become an elder or only son, then and in such case, and so often the share or shares of such younger son so becoming an elder or only son, shall be, go and remain, to and amongst the rest of my said children, and the heirs of their respective bodies, in like manner as if such younger son becoming an elder or only son had been actually dead without issue; any thing, &c. (A power to revoke and declare new uses. See Tit. Provisoes.) In Witness, &c.*

By a Father, to raise Portions for daughters and a younger Son, pursuant to a Power reserved in a Settlement to Uses.

THIS INDENTURE, &c. *Between* the right hon. P. earl of C. of the one part and C. S. of, &c. esq. and T. B. of, &c. gent. of the other part. *Whereas* by an indenture bearing date, &c. and made, &c. *Between* the said P. earl of C. and the right honourable P. lord S. (eldest son and heir apparent of the said earl) of the one part, and the right honourable G. lord marquis of H. of the other part, (reciting as therein is recited) the said P. earl of C. and P. lord S. (for the considerations therein mentioned) *Did* grant, remise, release and confirm unto the said lord M. of H. and his heirs, *All* that &c. *To the use* of the said P. earl of C. for his life, *sum waste*; remainder *To the use* of the said P. lord S. his heirs and assigns for ever; *In which indenture* amongst other things) are contained powers or provisos in the words or to the effect following, (that is to say) *provided always*, and the true intent and meaning of these presents, and the parties to the same was, that the said P. earl of C. should have full power and authority, and that it should and might be lawful for him from time to time, and at any time then after during his natural life, by any deed or deeds in writing, to be by him sealed and delivered in the presence of two credible witnesses at the least, or by his last will and testament in writing, by him subscribed, sealed and published, in the presence of two credible witnesses at the least, to charge all or any part of the said manors, lordships, messuages, lands, tenements, hereditaments and premises, therebefore granted and released, or mentioned or intended to be granted or released, in such manner as he should think fit, with the payment of any sum or sums of money not exceeding 15000*l.* in the whole for the portion and portions of the daughters and younger son of him the said P. earl of C. by the right honourable the lady E. D. deceased, (eldest daughter of the right honourable C. earl of C. his late wife, to be paid in such proportions, and at such times and in such manner, and with such power, ways and means, by mortgage, sale or otherwise, for raising thereof, as he the said earl of C. should think fit and appoint; any thing therein, &c. notwithstanding; *Provided always*, and the true intent and meaning of those presents, and the parties to the same was, that if the said earl of C. should pay or cause to be paid any sum or sums of money for the portions of the said daughters and younger son, according to the purport of the abovesaid first proviso, any other way or ways than by raising the same by the same proviso, that then the said earl of C. should or might by the same proviso, or such ways or means as are therein mentioned, raise out of or by the premises to his own use so much money, not exceeding in the whole 15000*l.* for or towards the payment and satisfaction of such money as he should so pay or cause to be paid as aforesaid; Any thing, &c. notwithstanding, *As* by the said recited indenture (relation, &c.) more at large may appear. *And whereas* the honourable the lady M. S. and the lady K. S. were the daughters, and the honourable C. W. alias S. was the younger son of the said earl of C. by the said lady E. D. and upon the marriage of the said lady M. with T. C. esq; the said earl of C. paid 8000*l.* as and for her portion and upon the marriage of the said lady K. with G. C. esq;

Recitals, viz.

A deed to the use of P. earl of C. for life, remainder to the use of P. lord S. his heirs and assigns for ever; Containing a power for the earl of C. to charge the premises with 15000*l.* for the portions of his daughters and younger son, to be paid as he shall appoint.

If otherwise raised and paid, to reimburse himself.

Portions paid by him.

Earl of C. intends to raise the 15000*l.* to his own use.

Charge on the premises for the same.

Appointment by demise to trustees for 500 years.

Proviso that if the next in reversion pays the 15000*l.* the demise to be void.

esq; the said earl of C. paid the sum of 8000*l.* as and for her portion & and the said earl paid to the said C *W.* alias S. the sum of 100*l.* for his part and portion of the before mentioned sum of 15000*l.* And the said earl of C. intends the sum of 15000*l.* shall be raised out of or by the premisses to his own use, towards the payment and satisfaction of the said two several sums of 8000*l.* and 8000*l.* paid by him for portions as aforesaid, he having appointed, and by these presents appointing the said sum of 15000*l.* to have and be the portions of his said daughters and younger son: *Now this Indenture witnesseth*, That the said P. earl of C. by this his deed in writing, sealed and delivered in the presence of ——— credible witnesses, whose names are hereon indorsed, by virtue and in pursuance of the said powers and authorities given and reserved to him by the said recited indenture, and of all other powers and authorities at any time to him given or reserved, or now in him, touching the charging the said manors, lordships, messuages, rectory, advowsons, tenements and hereditaments, with the payment of any sum or sums of money not exceeding, &c. *Doth* charge and make chargeable the said monies, &c. with the payment of the said sum of 15000*l.* to him the said P. earl of C. his executors administrators or assigns; And for and in consideration of the sum of 15000*l.* of, &c. to him the said earl in hand paid by the said C. S. and T. B. at or before the sealing and delivery of these presents. the receipt whereof the said earl of C. doth hereby acknowledge; and thereof doth acquit release and discharge the said C. S. and T. B. their executors and administrators, *He* the said P. earl of C. in pursuance of the aforesaid power and powers, authority and authorities, hath leased, bargained, sold, limited and appointed, and by these presents *Doth* lease, bargain, sell, limit and appoint unto the said C. S. and T. B. their executors, administrators and assigns, *All* those the said manors, &c. which in and by the said recited indenture were or are mentioned to be granted, remised, released and confirmed, with their and every of their rights, members and appurtenances. *To have and to hold* the same manors, &c. unto the said C. S. and T. B. their executors, &c. from the day next before the day of the date of these presents, for and during and until the full end and term of 500 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste; *Yielding and paying* therefore the rent of one pepper-corn only on the feast day of St. Michael the Archangel, if the same shall be lawfully demanded. *Provided always*, and it is hereby declared and agreed by and between the said parties to these presents, that if the said P. lord S. his heirs, executors or administrators, or such person or persons, to whom the next and immediate reversion or remainder of the said premisses, expectant upon the determination of the said term of 500 years, shall for the time being belong, *Do* and *Shall* well and truly pay or cause to be paid unto the said C. S. and T. B. their executors, administrators or assigns, at or in, &c. the full sum of 15000*l.* of, &c. upon the ——— day of ——— — ext ensuing the date of these presents, with interest for the same after the rate of 5*l.* per cent. per ann. by half-yearly payments, without making any deduction or abatement out of the same sum, for or in respect of any taxes, charges, duties or assessments charged or imposed, or to be charged or imposed upon the said premisses, or any part thereof, or for or in respect of any other reprisal, matter or thing whatsoever; then the demise hereby made, and every thing herein contained shall

shall cease, determine, and be utterly void. *Provided also*, and it is hereby further declared and agreed by and between the said parties to these presents that until default shall be made of or in payment of the said sum of 15000*l.* or of some part thereof, contrary to the tenor and true meaning of the provisos herein before mentioned for payment thereof, the said manors and premises shall and may be held and enjoyed, and the rents, issues and profits thereof be received and taken, according to the uses and estates therein limited, in and by the said recited indenture, without the let, suit or interruption of the said C. S. and T. B. or either of them, their or either of their executors, administrators or assigns. *In witness, &c.*

Proviso that till default in payment the premises shall be enjoyed according to the recited deed.

By a Father, of a Portion charged by Deed on Lands for his Daughter, and an Agreement and Declaration that he will give her a larger Portion, exclusive of that made on her Marriage; by Indorsement on a Settlement. 1. Indorsement. 21.

TO ALL, &c. the within named B. B. of, &c. sends, &c. *Whereas* the within named A. B. son of the said B. B. by A. his late wife, is some time since deceased, under the age of 21 years, and without issue, and no other children of the said B. B. by the said A. his late wife (who is also dead) lived to attain the age of 21 years, or he married, save only one son and one daughter, viz. C. B. who has attained his age of 21 years, and is married, and D. B. spinster, who has attained her age of 21 years, but no sum or time of payment has been yet fixed or ascertained for the portion of the said D. B. by virtue of the within written indenture, which now the said B. B. intends to be the sum of 3000*l.* to be forthwith raised and paid, together with interest for the same after the rate of 5*l.* per cent. per ann. from henceforth, until the said sum of, &c. shall be actually paid: *And whereas* by indenture bearing date, &c. and made previous to the marriage of the said C. B. with E. his now wife, the within mentioned term of 100 years of and in the manor, &c. within mentioned, to be situate, &c. in the county of S. and in the same term comprised, was for the considerations, and in manner in the same indenture expressed, surrendered or mentioned, &c. but the said term, and the within mentioned trusts thereof, are yet subsisting as to the within mentioned manor, &c. in the county of R. and in the same term also comprised: *And whereas* a marriage is intended, &c. between Sir F. G. of, &c. and the said D. B. *And whereas* the said B. B. in prospect and consideration of the said intended marriage, hath agreed to advance and give with his said daughter on her said intended marriage the sum of 12000*l.* (over and above the sum of 3000*l.*) hereby charged and fixed, for or towards her portion, by virtue of the within written indenture and trusts of the said term of 100 years: *Now know ye*, that for the end and purpose aforesaid, and in pursuance and by force and virtue of the power and authority to him the said B. B. given or reserved, in and by the said within written indenture, and of all other powers, &c. He the said B. B. *Doth* by this his deed, &c. under, &c. testified, &c. declare, direct and appoint, that the sum of money intended for the portion of the said D. B. by virtue of the within written indenture, and trusts of the said term of 100 years, is to be and shall be the full sum of 3000*l.* of, &c. and

Childrens deaths.

Portion intended for surviving daughter.

A term subsisting.

Marriage intended.

Another portion to be advanced.

Appointment of 3000*l.* pursuant to the within deed.

Direction to trustees to raise the same.

Declaration that she shall have both the 12000*l.* and the 3000*l.*

and that the same shall be forthwith raised and levied by and out of the premises in the said county of R. or any part thereof, by the ways and means in that behalf within mentioned, and thereupon be forthwith paid to the said B. B. or her assigns, in part of her marriage portion, together with interest for the same from henceforth, until the said sum of 3000*l.* shall be actually paid: *And* for that end the said B. B. doth hereby authorize, in power and direct G. H. and H. B. the trustees of the said term of 100 years, and the survivor, &c. his executors, &c. forthwith to raise, levy and pay the same accordingly: *And* the said B. B. doth hereby expressly declare, that he does not intend that the said sum of 12000*l.* which he has agreed to advance and give with the said D. his daughter on the said intended marriage as aforesaid, (over and above the said sum of 3000*l.*) shall be in full of her portion, intended or provided for her by the within written indenture, although the same is more than equivalent to, and doth far exceed the said sum of 3000*l.* but his mind and intention is, and so he does hereby expressly declare, that she the said D. shall have for her marriage portion the said whole sum of 3000*l.* together with and over and above the said sum 12000*l.* any thing, &c. *In witness, &c.*

By a Father, to make a Provision for two Daughters, viz. For the eldest who is unmarried, a Moiety of his Estate; and for the Younger, who is married against his Consent, the Interest of Money to be raised out of the other Moiety, to be paid to her separate Use during the Coverture; if she survive her husband, to her and her Assigns, &c.

Recitals of a dead and fine.

Lands were limited to uses.

Declaration that a term of 500 years was limited on trust to be assigned, &c. according to the father's appointment to raise 500*l.* for his use.

TO ALL, &c. S. K. esq; late one of the masters in ordinary of the high court of chancery, sendeth, greeting. *Whereas* by virtue of one indenture, &c. between the said S. K. and C. his wife of the one part, and J. M. of, &c. and J. K. of the other part, and by virtue of a fine with proclamations, acknowledged and levied pursuant to the covenant in the same indenture for that purpose contained, *All* those, &c. were limited, *To the use* of the said J. M. and J. K. their, &c. for and during the term of 500 years from thence next ensuing, without impeachment of waste, upon such trusts as are therein and herein after mentioned concerning the said term, and charged with the said term of 500 years, (to wit), *To the use* of the said S. K. for his life, with remainder to the said C. his wife for her life, with remainder as to one undivided moiety or half-part of the said two messuages, &c. *To the use* of H. K. second daughter of them the said S. K. and C. his wife, her heirs and assigns for ever; and as to the other undivided moiety or half-part of the said two messuages, &c. *To the use* of M. K. youngest daughter of them the said S. K. and C. his wife, now the wife of R. B. youngest son of Sir W. B. bart. her heirs and assigns for ever: *And it is hereby declared and agreed*, That the said term and estate limited unto the said J. M. and J. K. their, &c. for the said term of 500 years was to them so limited, *Upon trust*, and to the intent and purpose that the said J. M. and J. K. and the survivor of them, and the executors, &c. of such survivor, should and might, by and with the consent and at the direction and appointment of the said S. K. by assignment or assignments, lease or leases, mortgage or mortgages, of one or both of the said messuages, or of any part or parts thereof, for

and during the said term of 500 years, or any lesser number of years, from time to time borrow, raise and secure any sum or sums of money, with lawful interest for the same; the principal money so to be borrowed not exceeding in the whole the sum of 500*l*. the which 500*l*. or any lesser sum so to be borrowed and secured, were to be and should be paid and payable to or for the use of the said S. K. his, &c. and in the mean time and until such monies borrowed as aforesaid, and as to such part of the said premises, on security whereof no such monies should be borrowed, the said term of 500 years was to attend and wait upon the several uses therein above limited of the said messuages in remainder after the said term of 500 years, according to the several estates and interests so thereof limited, as by the said indenture and fine, relation, &c. And whereas, the said M. without and against the consent of the said S. K. her father, some time since intermarried with the said R. B. Now these presents witness. That to the intent to make some provision for the said M. separate from her husband, commencing from his own death and the death of the said C. his wife, he the said S. K. in pursuance of the power given him by the said recited indenture, or any other power in him vested, Hath directed and appointed, and by these presents doth direct and appoint, that the said J. M. and J. K. or the survivor of them, or the executor, &c. of the survivor of them, shall, as soon as may be after the decease of the said S. K. and K. his wife, surrender and assure one moiety of the said two messuages and premises, unto the said H. K. her heirs and assigns, and further that the said J. M. and J. K. or the survivor of them, or the executors, &c. of such survivor, by one or more assignment or assignments, lease or leases, mortgage or mortgages, of or out of the rents and profits of the other moiety of the said messuages, or of any part or parts of the said other moiety, for and during the said whole term of 500 years, or any lesser number of years, shall and do raise, borrow and secure the sum of 500*l*. of, &c. and shall pay, apply and dispose of the said sum of 500*l*. in manner and to the intents and purposes following, viz. Upon special trust and confidence, that they the said J. M. and J. K. and the survivor of them, shall from time to time, put, place out and dispose of the said sum of 500*l*. upon security or securities at interest, or upon any parliamentary funds, or in the purchasing of any publick stock, and shall from time to time pay all the interest, profit and proceed that shall arise thereby or therefrom, during the joint lives of the said M. and the said R. B. her present husband, unto the proper hands of her the said M. for her sole, separate and peculiar use, benefit and disposition, notwithstanding her coverture, with which said last mentioned sum of 500*l*. or with any interest, profit or proceed thereof or therefrom, the said R. B. is not to intermeddle or have any controlling power over the same, or any part thereof, nor is the same to be in any sort liable or subject to his the said R. B.'s acts, engagements, debts, incumbrances or forfeitures; and the receipts or acquittances from time to time, in writing under the hand of the said M. (notwithstanding her coverture) shall be a sufficient discharge to the said J. M. and J. K. their, &c. for the said interest, profit and proceed thereof, or so much thereof as shall be thereby acknowledged to be received from them or either of them, or their or either of their executors, &c. respectively; and in case the said M. shall happen to survive her said husband, then as to the said sum of 500*l*. and all the produce and proceed thereof, In trust for the sole and only benefit

M.'s marriage to R. B. without her father's consent.

Appointment of a moiety of the premises to the elder daughter.

to be put out at interest;

the interest to be paid during the joint lives of the younger daughters and her husband, to her proper hands for her separate use.

M.'s receipts to be good. In case M. survives her husband, then the 500*l*.

and all the produce shall be in trust for her and her assigns.

But if she dies before him,

then to the use
of her children.
If no children,
then in trust,
for her sister H.
her executors,
&c.

and advantage of her the said M. her executors, administrators and assigns; but in case the said M. shall happen to depart this life in the life-time of her said husband, then *In trust* to pay the said sum of 500*l.* and all the interest, profit and proceed thereof then remaining unpaid or unaccounted for to the said M. unto and *To the use of* all and every the child and children of the body of the said M. equally to be divided between and among them share and share alike, if more than one child; and in case the said M. shall happen to depart this life in the life-time of her said husband, without leaving any issue of her body living at the time of her death, then in trust for the only benefit and advantage of the said H. M. her executors, administrators and assigns. (*Here were two provisos, one for the trustees to deduct their expences out of the interest of the 500*l.* and not to be answerable for each other, and the other a proviso of revocation. See Tit Proviso.*) In witness, &c.

By a Father, of the Trust of a Term raised by a Marriage Settlement after his Death, to pay his eldest Son an Annuity for Life, subject to Land-Tax, and another Annuity to a Daughter for her separate Use &c. and charged with Annuities in Trust for a second Son, with Proviso, that if the eldest sues, &c. the Trustee, &c. the Costs shall be discounted out of his Annuity. 1 Horslem. 22.

Recitals.

Appointment.

Upon trusts.

THIS INDENTURE made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. *Whereas,* (Recital of a marriage settlement of lands, to the use of the Husband for life, sans waste, then to the trustees for 100 years, then to the use of the first and other sons of the marriage in tail male; the trust of which is after others since determined, is declared to provide for younger children by the father's appointment.) Now this indenture witnesseth, That the said A. B. in pursuance of the aforesaid trusts, and by virtue of power, &c. Doth by this present deed, &c. direct and appoint, from and after his decease, the said term of 100 years, of and in the said messuage, &c. shall remain, continue and be, and that the said C. D. his, &c. shall stand and be possessed of the same, and of the rents and profits thereof, and of every part thereof, during all the said term of 100 years, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same; And the said A. B. Doth hereby give, limit, direct and direct the same accordingly, (that is to say) Upon trust that the said C. D. his, &c. shall and do from and after the decease of the said A. B. by and out of the rents, &c. of the said messuage, &c. pay or cause to be paid unto H. B. (eldest of the said A. B.) or his assigns, for and during the term of his natural life, one annuity yearly rent or sum of 60*l.* of, &c. by four equal quarterly payments, the first quarter's payment thereof to begin and to be made at the end of three kalendar months next after the decease of the said A. B. which annuity or yearly sum of 60*l.* is at all times to bear and be subject to a proportionable part of such land-tax, as shall for the time being be chargeable upon the said messuage, &c. by act of parliament. And upon this further trust, That he the said C. D. his, &c. shall and do from and after the decease of the said A. B. by and out of the rents

of the said messuage. *Ec.* pay or cause, *Ec.* for and during
 the natural life of *J. K.* (wife of *L. K.* of, *Ec.* and daughter of the
 said *A. B.*) one annuity, yearly rent or sum of 40*l.* of, *Ec.* by four,
Ec. unto such person or persons, and for such uses and purposes, and
 such parts, proportions, manner and form, as the the said *J. K.*
 notwithstanding her coverture, and whether she shall be sole or mar-
 ried, shall by any writing or writings under her hand, from time to
 time direct or appoint, to the intent that the same may not be at the
 disposal of, or subject or liable to the controul, debts or engagements
 of the said *L. K.* her husband, but only at her own sole and separate
 disposal; and in default of, and until such direction or appointment,
 to the proper hands of the said *J. K.* whose receipt under her hand
 shall from time to time, notwithstanding her coverture, be a sufficient
 discharge to the person or persons who shall so pay the same, for so
 much thereof, for which such receipt shall be given; the first quarter's
 payment of, *Ec.* to begin, *Ec.* which said annuity, *Ec.* of 40*l.*
 likewise at all times to bear, *Ec.* (*ut supra.*) And subject to, and Subject, *Ec.*
 charged and chargeable with the said two several annuities of 60*l.*
 and 40*l.* in manner aforesaid; Upon trust that he the said *C. D.* his,
Ec. shall and do, immediately from and after the decease of the said
A. B. stand and be possessed of the said term of 100 years, of and in
 the said messuage, *Ec.* in trust for and for the only benefit of *M. B.*
 (son of the said *A. B.*) his, *Ec.* and to and for no other, *Ec.*
which always nevertheless, and it is hereby agreed and declared, by Proviso:
 between the said parties to these presents, and it is the true intent
 and meaning of them and of these presents, that in case the said *H. B.*
 son, shall at any time hereafter, sue, molest or disturb the said
D. his executors, *Ec.* or any of them, in the execution of the
 said trusts, or shall or do cause, or procure to be done, any other
 or thing, whereby the aforesaid trusts, or any of them, shall in
 any wise be impeached, hindered, obstructed or defeated, then and
 in such case, and so often, all loss, costs, charges, damages or ex-
 penses, which shall be occasioned thereby, shall from time to time
 be paid, discounted, paid and allowed out of his the said *H. B.*'s said
 annuity of 60*l.* per ann. any thing, *Ec.* (*Another proviso of revocation*
and new declaration. Vid. Tit. Provisoes.) In witness, &c.

a Feme Covert, of Manors, &c. after the Death of her Husband and
her, to the Use of the first and other Sons of the Marriage successively
in Tail Male; Remainder to the Daughters as Tenants in Common in
Tail General, with Cross's Remainders to the Heirs of her Body by this
Husband; Remainder to the Husband in Fee.

NOW, &c. that I *A. B.* the wife of *J. B.* of, *Ec.* in pursu- Appointment.
 ance and by virtue of the power and authority to me reserved, manors, *Ec.*
 contained in and by one indenture of release bearing date, *Ec.*
 between, *Ec.* and by virtue of all and every other power, *Ec.* any
 enabling me thereunto, Do by this present deed or writing by me
 made, *Ec.* in the presence, *Ec.* direct, limit and appoint, All and
 my the manors, *Ec.* (which in and by the said indenture of release
 are allotted, limited, appointed, or conveyed, or mentioned, *Ec.*
 to the use of the said *J. B.* and myself for our lives, and the life of the
 K 2 the

After the husband and wife's death, to sons.

Remainder to daughters.

Cross remainders.

the longest liver of us, in manner therein mentioned, with their appurtenances) unto, and for such uses, estates, intents and purposes, and under and subject to such provisos, as are herein after mentioned and expressed of and concerning the same; (that is to say,) *From and after the decease of the longest liver of us the said J. B. and myself, To the use and behoof of the first son of my body by the said J. B. lawfully begotten, and of the heirs male of the body of such first son lawfully issuing; And for default of such issue, then To the use and behoof of the second, third, fourth, fifth, sixth and seventh, and of all and every other the son and sons of my body by the said J. B. lawfully begotten or to be begotten severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons, and the heirs male of his body issuing, always to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; And for default of such issue, then To the use and behoof of all and every the daughter and daughters of my body by the said J. B. lawfully begotten or to be begotten, to be equally divided amongst them (if more than one) share and share alike, as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies, of all and every such daughter and daughters lawfully issuing; And in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, To the use and behoof of the survivors or survivor, or others or other of them, share and share alike, as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of such survivors and survivor, or others or other of them; And in case all such daughters but one shall happen to die without issue of their bodies, or if there shall be but one such daughter, then To the use and behoof of such surviving or only daughter, and of the heirs of her body lawfully issuing; And for default of all such issue, then To the use and behoof of the heirs of my body by the said J. B. lawfully, &c. And for default of all such issue, then To the use and behoof of the said J. B. and of his heirs and assigns for ever, and to and for no other uses, intents and purposes whatsoever. (Proviso of Revocation and new declaration. See Tit. Provisos.) In witness, &c.*

To pay Debts and Annuities and other Monies out of Lands to young Children, and to convey the Lands to the eldest Son, when of Age.

Recital of a settlement to the use of A. &c.

TO ALL PEOPLE to whom, &c. I A. of, &c. send greeting *Whereas* by indenture tripartite of release bearing date, &c. made &c. Between me the said A. of the first part, B. of, &c. (now my wife) of the second part, and C. and D. of, &c. (trustees) of the third part; *Whereby* (after reciting therein a marriage then intended and since solemnized between me the said A. and the said B.) and the several considerations therein expressed, the several manors, &c. situate, &c. and therein particularly mentioned *cum pertinentiis* were by me the said A. granted and released to the use of them the said

and D. and their heirs, -to the several uses, trusts, intents and purposes therein and herein after mentioned, To wit, to the use of me the said A. &c. and for default of such issue, or in case of such issue, and they should all happen to die before his, her or their age or ages of 21 years, without leaving issue of his, her or their bodies lawfully begotten; then to the use and behoof of such person and persons, and for each estate and estates either in fee-simple, fee-tail, or for life, lives or years, charged and chargeable with such rent-charges, annual and other payments and things, and with such sum and sums of money in gross, and other payments whatsoever for such life or lives, and in such manner as I the said A. either by any writing or writings, to be by me sealed and subscribed in the presence of three or more credible witnesses, or by my last will and testament in writing, to be by me signed and published in the presence of three or more credible witnesses as aforesaid, should at any time direct, limit and appoint, in and by the said in part recited indenture of release, &c. *you know ye*. That I the said A. for divers good and valuable considerations, &c. by virtue and in pursuance of the aforesaid power to me reserved in and by the said recited indenture, and, &c. Do hereby direct, limit and appoint, that as well all and singular the said several manors, &c. comprised in and by the said indenture granted and released, as also all and every such other manors, &c. present or wherein I shall at any time hereafter be any ways seised or possessed of during the coverture between myself and the said E. my wife, shall from and after the several deceases of me and the said E. my wife, without such issue as aforesaid, or in case that any between us shall be then living, from and after the death of such person as aforesaid, (if any, without issue as aforesaid,) stand charged and chargeable in the first place, to and with payment of so much of my debts, as I now owe, or which I shall at the time of my death yet owe, as my personal estate which I shall leave at the time of my death shall fall short to pay; and subject thereunto, I do hereby (out of kindness to my two daughters which I had by E. my late wife, although they have forfeited the same) further direct, limit and appoint, that from and after the decease of myself and of the said E. my now wife as aforesaid, that they the said C. and D. and the survivor of them and his heirs, shall stand seised of the reversion of all and singular the said manor, messuage, land, tenements, hereditaments and premisses *cum pertinentiis*, upon the several trusts, intents and purposes herein after mentioned and expressed, of and concerning the same, *viz.* upon the several trusts, that my trustees the said C. and D. and the survivor of them, and the heirs and assigns of the said survivor, shall and do, by, with and out of the rents, issues and profits of the said premisses, twice in every year between *Lady-day* and *Midsummer*, and between *Michaelmas* and *Christmas*, for and during the term of the natural life of my daughter E. M. (now wife of E. E. notwithstanding she married him without my consent) pay to the hands and separate use of her the said E. M. for and towards the better maintenance and provision of herself and child or children she now hath or may have, the annual or yearly sum of 40*l.* of &c. and with which her said husband is not to intermeddle, and that her receipts and discharges shall from time to time be good and sufficient

Afterwards to such use as A. shall appoint.

Consideration: Power, &c.

Charge: First to pay all such debts as personal estate shall fall short, &c.

Then trustees to stand seised, &c. upon the trusts following, *viz.*

To pay an annual sum to his eldest daughter, exclusive of her husband, &c.

The like to the second daughter.

To pay residue
of rents for the
maintenance
of his second
daughter's son
until 21.

Trustees to
account, &c.

After 21 to
convey pre-
misses to such
eldest son and
his heirs
male, &c.

If no such son,
or if such,
and no issue
male of his
body, &c.
then to convey
premises to
the eldest of
his daughters-
in-law in fee

discharges to my said trustees or either of them for the same, *An annuity of 20l to his daughter S. W. wife of H. W. payable in like manner; And also upon further trust, That my said trustees, after the death of my said daughter S. W. shall and do from thenceforth during the space of six years, by and out of the rents and profits of the said premises, reserve and pay the annual sum of 20l to such daughter or daughters of the said S. W. as shall be then living, to be equally divided between them, if more than one; And upon further trust, in case such daughter or daughters shall live to her or their age of 21 years, that then the said trustees shall by and out of the rents, &c. raise and pay to such daughter or daughters the principal sum of — the same to be equally divided if more than one; And upon further trust, That they the said trustees, by and out of the rents and profits of the said premises, paid to the several persons in the schedule hereunto annexed, the several sums of money therein particularly mentioned, within, &c. And I do hereby further direct and appoint, That they the said trustees shall and do, twice in every year, after the death of the survivor of me and my said wife, account for and pay the residue of the rents, issues and profits of the said premises, into the hands of — to and for the use of such son or sons which my said daughter S. shall happen to have, and shall be living at the time of the death of the survivor of myself and of my said wife, if more than one, equally between them, for the maintenance of such son or sons, until one of them attain the full age of 21 years; And upon further trust, That they the said trustees shall and do within six months next after such son shall attain his full age of 21 years, upon request, and at the costs and charges of such son so coming to his full age, well and sufficiently convey and assure to him and his heirs of his body lawfully to be begotten, or to whom he or she shall appoint, the said manors, &c. freed and discharged from all incumbrances done by them or either of them, as by counsel in that behalf shall be reasonably advised and required; and in default of such issue, or in case the said S. shall have no son who shall attain to the age of 21 years, or in case the issue male of such son or sons shall all happen to die before his or their age of 21 years, then, and in any of the said cases, I do hereby direct, limit and appoint, that the said trustees and the survivor, &c. shall and do at the request, costs and charges of my daughter-in-law M. J. wife of E. B. well and sufficiently convey and assure the said manors, &c. freed, &c. to such eldest son of my said daughter-in-law who shall be then living, and to his heirs and assigns for ever, as counsel, &c. In witness, &c.*

The Schedule whereof Mention is made in the Deed hereunto annexed,

To the Poor of the Parishes of — the Sum of 10l. each Parish
To, &c.

By a Mother (a Trustee) of Money to be raised for the Advancement of a younger Son, wherein was contained an Assignment of Trusts by the other Trustee.

By Indorsement. (See the Deed recited, Tit. Lease and Release.)

TO ALL PEOPLE, &c. The within named *E. N.* and *J. H.* Recital:
 send greeting. *Whereas* the within named *W. N.* party to the Of husband's
 within written indenture, is since the making thereof departed this death.
 life, leaving the said *E. N.* his widow, who is still unmarried, and His issue.
 leaving issue by the said *E.* the within named *W. N.* his eldest son, Eldest son's
 and *H. N. T. N. E.* wife of *H. J. J. N.* and *M. N.* his younger chil- death.
 dren, and the said *W. N.* the son hath since departed this life without The mother
 issue: *And whereas* the said *T. N.* having attained his age of 21 years, mindful to
 the said *E. N.* is minded to appoint to him, for his advancement and prefer a
 preferment in the world, such part of the within mentioned sum of younger son,
 1000*l.* as is herein after mentioned, and the residue thereof for the
 benefit of her other children: *Now know ye*, That the said *E. N.* for
 the better advancement and preferment of the said *T. N.* in the world,
 and for other good causes, *Ec* Hath given, ordered, directed and
 appointed, and by, *Ec* Doth (by virtue of the power to her reserved
 and given in and by the within written indenture, and of all other
 powers which she hath in this behalf) give, *Ec* that the sum of 999*l.*
 part of the said sum of 1000*l.* by the within written indenture pro-
 vided to be raised out of the manor, *Ec* therein comprised for the
 portions of the younger children of the said *W. N.* the elder and *E.*
 his wife, shall be raised and paid for and to the said *T. N.* for his own
 use and benefit, and the 20*s.* residue thereof to be equally divided
 amongst the said *E. J. J. N.* and *M. N.* share and share alike. (After
 this there was a recital that the said *J. H.* was unwilling to act in the
 trusts in the within deed; and an assignment of the premisses subject to the
 said trusts to the said *E. N.* the other trustee, with a covenant that he had
 not incumbered the premisses. See Tit. Assignment.) In witness whereof
 the said *E. N.* and *J. H.* have, *Ec*.
 Perused by *J. Ward* who conceived the trustee might safely ex-
 ecute it.

A Widow's Appointment of an Estate to one of her Sons, pursuant to several Powers in Deeds and the Will of her deceased Husband.

TO ALL PERSONS to whom, *Ec* dame *M. R.* of, *Ec* (widow Recital, viz.
 and relict of Sir *R. R.* late of, *Ec* bart. deceased) sendeth Of a deed
 greeting. *Whereas* by indenture *quincupartite*, bearing date, *Ec* and whereby lands
 made, *Ec* Between the said Sir *R. R.* dame *M.* his wife, of the first part, are vested in
 Sir *W. J.* of, *Ec* bart. of the second part, the honourable *J. B.* of, trustees for
Ec esq. and *R. W.* of *Ec* esq. of the third part, *W. V.* of, *Ec* 1000 years,
 gent. and *F. L.* of, *Ec* gent. of the fourth part, and the honourable for securing
R. B. of, *Ec* esq. and *G. B.* of, *Ec* of the fifth part; the said Sir annuities.
R. R. as well for the better securing two annual sums of 200*l.* and An additional
 300*l.* amounting to 500*l.* the additional jointure of the said dame jointure.
M. R. and portions

for younger children. After that estate, in trust to receive the rents, &c. or to convey the lands as Sir R. R. should appoint, and if dame M. R. survived him, then to convey them, subject to the precedent charges and appointments as she should appoint. Power for Sir R. R. to revoke the uses in the said deed and limit new ones. Revocation and new limitation to trustees to such uses as he should appoint.

Sir R. R.'s appointment by will, giving (*inter al'*) power to his wife to make appointment of his estate.

Sir R. R.'s death.

M. R. and for raising money for payment of the sum of 4000*l.* due on mortgage from the said Sir R. R. and all other his just debts, legacies and portions for his younger children, as also for enabling the said dame M. R. to dispose of the premises therein after mentioned, and by virtue of the fines therein covenanted and since duly levied, *All* those manors, &c. whatsoever of the said Sir R. R. by whatsoever name or names called or known, situate, &c. and the reversion, &c. of the said Sir R. R. are limited in use to the said J. B. and R. W. for 2000 years, commencing from the decease of the said Sir R. R. for raising money to pay all his debts, legacies, and childrens portions; *And* after the determination of the said term, To the said R. B. and G. B. and their heirs, *upon trust*, to pay the rents, issues and profits of the said manors, &c. or to convey the same to such person and persons, and for such use and uses, and such estate and estates, as the said Sir R. R. should appoint; *And* in case the said dame M. R. should survive him, then upon trust, that they the said R. B. and G. B. and the survivor of them, his heirs and assigns, should convey the said manors, &c. *Subject* to the precedent charges and appointment, to such of his sons and for such estate and estates as his wife, the said dame M. R. should appoint; *In which* said indenture is a power reserved to the said Sir R. R. to revoke all the uses and estates in the same indenture mentioned, and to limit new uses as by the same indenture and fines may more fully appear: *And whereas* the said Sir R. R. having determined that after his decease the said dame M. R. in case she should survive the said Sir R. R. should have all his estate for her life, without impeachment of waste; and that the said dame M. R. should have full and absolute power to give and dispose of the said manors, &c. to such of the sons of the said Sir R. R. as she should think fit; did to that end by deed indented, bearing date, &c. revoke the uses limited to the said R. B. and G. B. and their heirs, by the said indenture *quintepartite*, and did limit the said manors, &c. to such person and persons, and for such estate and estates, and for raising such annual sums of money or sums in gross, as the said Sir R. R. should by deed or will direct or appoint, and for want of such direction and appointment and subject thereunto, to the use of the said dame M. R. and her assigns, for and during the term of her natural life, without impeachment of waste, and with full and free liberty to commit waste at her will and pleasure; and from and after the decease of the said dame M. R. to the use of such of the sons of the said Sir R. R. on the body of the said dame M. R. begotten, and for such estate and estates, and chargeable with such annual sum or sums in gross, as the said dame M. R. by any deed or deeds in writing, or last will and testament in writing, attested by two or more credible witnesses, should direct or appoint; and for want of such direction or appointment and subject thereunto, to the use of his own right heirs, as by the said deed indented more at large may appear: *And whereas* the said Sir R. R. in and by his last will and testament in writing duly executed and attested, bearing date, &c. reciting in part the herein before recited indentures. *Did* devise and confirm, direct and appoint, *All* his manors, &c. *Subject* to the payment of his debts, legacies and precedent charges thereon, to his said wife dame M. R. during the term of her natural life, without impeachment of waste, and gave her full power and liberty to commit waste, and did thereby also confirm the power
given

given to his said wife to dispose of all his manors, &c. to such of their sons, and for such estate and estates as she should think fit, as in and by the said in part recited will, relation being thereunto had, may more fully and at large appear: *And whereas* the said Sir R. R. sometime after making his said recited will, departed this life, without altering or revoking the same or any part thereof, and without altering, changing, revoking, or any otherwise making void or voidable all or any the use or uses, trust or trusts, limited and directed, devised and confirmed in and by the said recited indentures and will, then as before recited to have been by him made by the said recited deed indented, dated the, &c. *Now these presents witness*, that for and in Dame M. R.'s consideration of the sum of 10l. of, &c. to her the said dame M. R. appointment, in hand well and truly paid by D. R. of, &c. esq. (one of the sons of the said Sir R. R. on the body of the said dame M. R. begotten) at or before the sealing and delivery of these presents, the receipt, &c. and also for and in consideration of the natural love and affection which she the said dame M. R. hath and beareth unto her said son D. R. and by virtue and in pursuance of the powers in the said recited indentures and will contained, and of all other powers enabling her in this behalf, she the said dame M. R. *Doth* think fit, and by this her deed in writing attested by the two credible witnesses whose names are hereon indorsed as witnesses thereto, *Hath* given, disposed, limited and appointed, and by this her deed in writing, attested as aforesaid, *Doth* give, &c. unto the said D. R. his heirs and assigns, *All* that, &c. *To have and to hold* the said messuage or tenement, and all and singular other the premises hereby or mentioned or intended to be hereby limited and appointed, with the appurtenances unto the said D. R. his heirs and assigns, *To the Use* and behoof of the said D. R. his heirs and assigns for ever. *In witness, &c.*

By a Feme Covert, charging her Estate of Inheritance with the Payment of Monies to her Daughters for their Portions, Remainder in Trust, to be settled to the Use of the Daughters for a long Term, then to the Son in Fee; in which Settlement is to be contained a Proviso to enable the Son to cease the Term, on Payment of further Sums to the Daughters. Hersem. 24.

TO ALL, &c. I dame A. B. wife of Sir B. B. of, &c. baronet, Recital of send greeting. *Whereas, &c.* (Recital of a lease and release, conveyance, whereby the inheritance of the wife, subject to incumbrances, was conveyed, after other uses, to be at her appointment, notwithstanding her coverture; and with a power for her to charge the premises with the payment of any sum not exceeding 2000l. above 700l. then due to J. K. and 800l. to H. J. likewise thereon charged, to be raised, &c. as she should appoint) *And whereas* the said H. J. (a mortgagee) in his lifetime, at the request of the said Sir B. B. and me the said dame A. B. did pay off the said sum of 700l. due to the said J. K. as aforesaid, and did take an assignment of the same, and the benefit thereof, from J. L. esq. and the said J. then and now his wife, for his the said H. J.'s security: *And whereas* the said H. J. did also at my request, and at my direction and appointment, in his life-time, lend and pay to the said Sir B. B. the further sum of 800l. for and towards part of the marriage portion of L. B. his eldest daughter: *And whereas* I did by writing by me duly executed (indorsed on the said mortgage of the said

Subsisting in-
the cumbrances.
said

Appointment
charging the
premises
(subject to
incumbrances)
with a further
sum,

to be paid to
two daughters.

with benefit of
survivorship.

If both die the
money not to
be raised.

Appointment
of the re-
mainder, &c.

said *H. J.*) by virtue of my said recited power in that behalf, charge the said moiety of the said manors, &c. and the said term of 500 years therein, with the payment of the said last mentioned sum of 800*l.* to the said *H. J.* his executors, &c. being part of the said sum of 2000*l.* which I had power to charge thereon as aforesaid) together with interest for the same, at the rate of 5*l.* per cent. per ann. Now know ye, That I the said dame *A. B.* pursuant to, and by force and virtue of the said last recited power and authority, and of all and every other power and powers to me in that behalf given and reserved, or any wise enabling me thereunto) Do by this my writing under, &c. attested, &c. charge the said term of 500 years, and the said moiety of the said manors, &c. therein comprized (subject to the payment of the monies by him the said *H. J.* lent and advanced thereon as aforesaid, and which are yet due and owing) with the payment of the further sum of 1200*l.* of, &c. (being the residue of the said sum of 2000*l.* which I had power to charge on the said term of 500 years, and the said moiety of the said manors, &c. therein comprized as aforesaid; And I do hereby order, declare, direct and appoint, that the said sum of 1200*l.* shall, as soon as may be after the decease of the survivor of us the said Sir *B. B.* and me the said dame *A. B.* be raised and levied, (subject to the monies lent by the said *H. J.* and yet due and owing as aforesaid) by sale or mortgage of the said term of 500 years, and the premises therein comprized, or any part thereof, and by the rents and profits of the premises in the mean time, and until such sale, or by any other lawful ways and means, together with interest for the said 1200*l.* after the rate of 5*l.* per cent per ann. from the death of such survivor, until the same be fully raised and levied. And I do further order, declare, direct and appoint, that the said sum of 1200*l.* when raised, shall be paid unto my two daughters *M. B.* and *O. B.* for and towards their portions, equally to be divided between them, share and share alike, together with such interest for the same in the mean time as aforesaid: *Provided always*, That in case either of them my said two daughters last named shall happen to die unmarried in the life-time of the said Sir *B. B.* and of me the said dame *A. B.* or of the survivor of us, then the share of her so dying, shall go, remain and be paid unto the survivor of them; *Provided also*, That in case both of them the said *M.* and *O.* shall so happen to die unmarried, in the life-time of the said Sir *B. B.* and of me the said dame *A. B.* or of the survivor of us, then the said sum of 1200*l.* shall not be received or paid, but shall cease for the benefit of the person or persons to whom the reversion, freehold and inheritance of the premises in the said term of 500 years, shall, for the time being, belong or appertain. And further know ye, That I the said dame *A. B.* pursuant to, and by force and virtue of the further power and authority to me given and reserved in and by the said indenture of release, concerning the disposal of the reversion or remainder and inheritance of the said moiety of the said manors, &c. thereby limited to the use of the said *D. E.* and *E. F.* their heirs and assigns, as aforesaid, and by virtue of all and every other power and powers to me in that behalf given or reserved, or any wise enabling me thereunto, Do by this present writing, by me signed, sealed and attested as aforesaid, order, declare, direct and appoint, that the said *E. F.* (my surviving trustee) his heirs and assigns, shall stand and be seised of the said reversion or remainder

and inheritance of the said moiety or half-part of the said manors, &c. expectant upon the several deceases of the said Sir B. B. and me the said dame A. B. and the said C. B. esq. *In trust* to settle, convey, and dispose of the same moiety or half-part of the said manors, &c. and do and shall accordingly settle, &c. the same to the uses following, (that is to say) *To the use* of my said two daughters M. B. and O. B. their, &c. for the term of 500 years from thence next ensuing, and fully to be complete and ended, without impeachment of waste; and from and after the end, expiration, or sooner determination of the said term of 500 years, *To the use* and behoof of my said son C. B. esq; his heirs and assigns for ever; *In* which said settlement and conveyance there shall be, and I do hereby order, direct and appoint, that there be inserted and contained a proviso to the effect following, *viz.* That if the said C. B. his heirs, &c. shall and do, within the space of two years next after the decease of the survivor of the said Sir B. B. and me the said A. B. well and truly pay, or cause, &c. unto my said daughter M. B. her executors or administrators, the sum of 600^l of, &c. and unto my said daughter O. B. her, &c. the further sum of 600^l of, &c. over and above what is herein before provided for my said daughters together with interest for the same respective sums, after the rate of 5^l. per cent. per ann. by equal half-yearly payments, in the mean time, from and after the end of one year next after such the decease of the survivor of us the said Sir B. B. and me the said dame A. B. and until the said two last mentioned sums of 600^l. and 600^l. shall be respectively paid as aforesaid; then, and in such case, and at all times from thenceforth, the said term of 500 years shall cease, determine and be utterly void to all intents and purposes; and any thing herein, or in such settlements to be contained to the contrary thereof in any wise notwithstanding. (*Proviso of Revocation and new Declaration, See Tit. Provisoes.*) *In witness,* &c.

In trust to settle to the use of the daughters for a long term sans waste, then to the son in fee. The settlement to contain a proviso, that if the son pays the daughters M. and O. 600^l. a piece above what is before provided.

Sixthly, By a Husband, for Provision for his Wife, Children and Grand-children, &c.

By a Husband, of Monies to arise by Sale of Lands and Personal Estate, reciting his Intent to make his Wife his Residuary Legatee and sole Executrix; in which Case, the Trustees to put out Part of the Money arising by the Sale at Interest, and pay two Annuities; the Rest of his Estate to go among his Daughters, after their Deaths, to their Children; with a great Variety of special Limitations to the Children and Grand-children (as in the Margin); with a Proviso, that if the Wife (surviving the Husband) makes any other Appointment, then this shall be void.

TO ALL, &c. A. B. of, &c. sends greeting. *Whereas,* &c. Recital.

(*Recital of a lease and release, whereby he conveyed a manor, &c.*

to trustees, to be sold; the money, (after expences deducted) to be paid to Premises conveyed to be persons to be by the said A. B. appointed, or by his wife after his death.)

And whereas the said A. B. fully purposes and intends, by his last will and testament, to give and devise to the said E. his wife all the rest, residue and overplus of his estate both real and personal, (after payment of the wife resid-

of
The husband's intent to make the wife resid-

duary legatee and executrix. Appointment. in case he makes such devise, and she dies without making any appointment of the money arising by the sale, &c. And the rest of the estate (except books, &c.)

upon trust to get in the debts, and sell the lands.

After the whole is converted into cash, 2500*l.* to be put out at interest, to pay annuities.

of his debts, funeral charges and some small legacies) for her better support while she lives, and to dispose thereof as she shall think fit after her death, and to make the said *E.* his wife sole executrix of such will during her life, and after her death, the said *B. C. C. D.* and *D. E.* executors thereof: *Now these presents witness,* That in case the said *A. B.* shall by his will make such gift and devise to the said *E.* his wife, as aforesaid, and she the said *E.* shall happen to die without making any appointment or disposition of the monies arising by sale, or otherwise, of the premisses mentioned in the said recited indentures, or of the rest, residue and overplus of such estate, real and personal, so intended to be devised to her as aforesaid; then and in such case, he the said *A. B.* by virtue, and in pursuance of the power and authority to him in and by the said indenture of release given or reserved, and of all other, &c. *Doth* by this present deed, &c. under, &c. by him signed, in the presence &c. direct, limit, appoint, give and dispose of all such monies arising by sale or otherwise, of the premisses in the said recited indentures mentioned, and also all the rest, residue and overplus of such estate, real and personal, so intended to be devised to the said *E.* and whereof she shall make no disposition or appointment, as aforesaid, (except such his books, manuscripts, papers, ancient and modern coins, medals, plate or household goods, as he the said *A. B.* at any time or times hereafter during his life, or the said *E.* his wife, in case she survive him, at any time or times during her life, shall by any writing or writings under, &c. attested, &c. give, leave or dispose of to any person or persons, or for any particular use or uses) unto them the said *B. C. C. D.* and *D. E.* (whom the said *A. B.* intends to make executors of his last will and testament, after the death of the said *E.* his wife) their heirs, &c. respectively, upon, for and under the trusts, &c. herein after mentioned; that is to say, *Upon trust* that they the said *B. C. C. D.* and *D. E.* and the survivors and survivor of them, his or their heirs, &c. shall and do, as soon as conveniently they can, after the decease of the said *E.* wife of the said *A. B.* get in the debts and effects of him the said *A. B.* then standing out, and sell and dispose of all such manors, &c. goods, chattels and other estate of him the said *A. B.* of what kind soever, as shall then remain undisposed of, (except as aforesaid) for the best and highest price they can reasonably get for the same, or that can be reasonably made thereof; and having turned and converted the whole (except, &c.) into money, shall and do thereby and thereout in the first place raise and advance, apply and dispose of the sum of 2500*l.* of, &c. to and for the several uses and purposes herein after mentioned, expressed or referred to concerning the same; that is to say, *In trust* from time to time during the lives of *F. G.* of, &c. widow, and her niece *G. H.* and the life of the survivor of them, to put and place out the same 2500*l.* upon some good publick or private security or securities, at interest; and from and after the decease of the survivor of them the said *A. B.* and *E.* his wife, *In trust* to pay out of the yearly interest and produce thereof, as the same shall arise and be received, unto the said *F. G.* for and during the term of her natural life, for her better support and maintenance, one annuity, &c. of 60*l.* of, &c. free, &c. the same annuity to be paid and payable at or in, &c. yearly and every year, at or upon, &c. the first payment thereof to begin and be made on such of the same feasts as shall next happen after the decease of the survivor of them the said *A. B.* and *E.* his wife; And from and after the decease of the survivor

vivor of them the said *A. B.* and *E.* his wife, and *F. G.* then *In trust* to pay out of the yearly interest and produce of the said sum of 2500*l.* as the same shall arise and be received, unto the said *G. H.* for and during the term of her natural life, one annuity, *£c.* of 30*l.* of, *£c.* free, *£c.* the said annuity of 30*l.* to be paid, *£c.* (*ut supra*;) *And upon further trust*, to pay, apply and dispose of all the residue of the interest and produce of the said sum of 2500*l.* (over and above so much thereof as shall from time to time be sufficient to answer and pay the said several and respective annuities, as the same shall respectively become due;) *And* from and after the decease of the survivor of them the said *F. G.* and *G. H.* to pay, apply and dispose of the said sum of 2500*l.* and all the interest and produce thereof from thenceforth to arise, unto such person or persons, and for such uses, intents and purposes, and in such manner as the said *A. B.* shall at any time or times hereafter, with or without power of revocation, by any writing, *£c.* or by his last will, *£c.* direct, limit or appoint, of or concerning the same, or any part thereof; and in default of such direction, *£c.* then the same to go and be applied as the residue of the estate of the said *A. B.* is herein after by these presents directed to be employed and disposed of; *And upon this further trust*, That after the raising and advancing of the aforesaid sum of 2500*l.* for the purposes aforesaid, they the said trustees, or the survivors or survivor of them, his or their, *£c.* shall and do make an equal division of all the rest and residue of the said *A. B.*'s estates and effects amongst, or for the benefit of, all the daughters of him the said *A. B.* share and share alike, and pay and dispose of the same accordingly, in such manner and at such times as are herein after for that purpose mentioned; that is to say, the part and share of each and every of the said daughters to be put and placed out upon some good publick or private security or securities, at interest, or laid out and vested in the purchase of stock in the bank of *England*, *South-sea* company, *East India* company, *South-sea* annuities, or some other good publick funds; the interest and annual produce thereof to be paid to such daughters respectively, during their respective lives, for their own sole and separate use, and wherewith their then, or any after-taken husband or husbands, shall not intermeddle, or have any controlling or disposing power over the same, or any part thereof; *And* after the several and respective deaths of such daughters, their several and respective parts and shares shall go and be paid in manner following, that is to say, the part or share of each such daughter shall go and be paid to all and every her children by her first husband, (except her eldest or only son for the time being by such husband) to be equally divided amongst them, (if more than one) share and share alike; and if but one such child, then to such only child, to and for his or her own use and benefit; the parts and shares of such children, together with such improvement as in the mean time shall be made of the same, to be paid to such of them as shall be a son or sons at his or their respective age or ages of 21 years; and to such of them as shall be a daughter or daughters, at her or their respective age or ages of 21 years, or day or days of marriage, which shall first happen; provided she or they marry with the advice and consent of the said *E.* wife of the said *A. B.* if then living; and in case she be then dead, with the advice and consent of the said trustees, or the survivors or survivor of them, his executors or administrators; *And* in case any of such children (except as aforesaid) shall

The residue of interest and principal to be paid as the husband shall appoint.

In default thereof to go as the rest of his estate, which is to be equally divided amongst his daughters. Each part to be put out at interest. The interest to be applied for their separate use and maintenance, *£c.* After their deaths to go to their children by their first husband, (except eldest son) payable to sons at 21, to daughters at 21 or marriage, Benefit of survivorship.

their shares in purchase of annuities to their separate use notwithstanding coverture.

Powers to trustees and for their indemnity.

Proviso that if *A. B.*'s wife, after his death, makes another appointment of the premises, or of any part thereof, the present appointment (as to so much) shall be void, and her appointment shall take place.

will be deprived of the whole benefit of their said grandfather's intentions to them, or of any part thereof, (which is now become altogether unnecessary and unreasonable; he the said *A. B.* having lately given to their said husbands a place or office far exceeding in value what can ever come or accrue to their said wives, by, from or under any settlement of their said late grandfather's estate;) then and in such case the aforesaid trustees shall and do issue, pay and dispose of such part and share of the residue and overplus of the said estate of the said *A. B.* as is herein before appointed to or for such of them the said *H. K.* and *L. N.* as shall be so deprived as aforesaid, in the purchase of one or more annuity or annuities, for and during her or their respective life or lives; and that such annuity or annuities shall be issued, paid and disposed of to such person or persons only, and no others, and for such uses and purposes as they the said *H. K.* and *L. N.* respectively shall by any deed or writing, deeds or writings, under her or their respective hands, notwithstanding her or their coverture, and without the consent of their respective husbands, from time to time order, direct or appoint, as and for a separate provision, recompence and compensation for such of them the said *H. K.* and *L. N.* as shall be so deprived as aforesaid, and wherewith their present or any after-taken husband or husbands shall no ways intermeddle, or have any controlling power over the same; any thing, &c. (*Power given to the trustees to fill up the number in case of death; trustees to be indemnified and chargeable only for their own receipts, that they may appoint a receiver, &c. See Title Provisoes.*) *Provided lastly*, That if the said *E.* the wife of the said *A. B.* shall, after his decease, by any deed in writing under her hand and seal, attested, &c. or by her last will and testament or writing, or any writing purporting her last will and testament, and attested, as aforesaid, make or create any gift, appointment, disposition or trust, of or concerning the said monies arising by sale, or otherwise, of the premises mentioned in the said recited indentures of lease and release, or of the residue and overplus of the said estate intended to be devised to her by the said *A. B.* as aforesaid, or any part thereof, contrary or disagreeable to the dispositions or appointments hereby thereof made; then this present deed, and the appointment, dispositions and trusts hereby made and created by the said *A. B.* shall, as to all or so much of the premises whereof she shall make such disposition or appointment, cease, determine, and be utterly void and of none effect; and such deed, will or disposition of the said *E.* shall be as valid and effectual in the law, as if this present deed or writing had never been made. But if she the said *E.* wife of the said *A. B.* shall make no such deed, will or disposition as aforesaid, then this present deed shall stand and remain, and be in full force and virtue. *In witness, &c.*

Eighthly, Of the Tuition and Guardian of Infants.

The Tuition of an Infant appointed by the Father.

K NOW, &c. That I *J. A.* of, &c. Have committed and disposed, and by these presents Do, &c. unto *P. B.* of, &c. the custody, tuition and education of my son *K. B.* from and immediately after my decease,

decease, until my said son shall attain his age of 21 years, and if it shall happen that the said P. D. dies before me, or before my said son attains his age of 21 years, then and in such case I do commit and dispose unto T. D. of, &c. the custody, tuition and education of my said son after my decease and the decease of the said P. B. until my said son attains his age of 21 years, and humbly desire the said T. B. to take upon him that trouble, for the good of my said son.

An Infant's Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c.

KNOW ALL PEOPLE by these presents, That I A. B. son and heir of T. B. late of ——— deceased, being about the age of 17 years, Have nominated, elected and chosen, and by these presents Do nominate, elect and chuse C. D. of ——— to be guardian as well of my person as of my real and personal estate, until I shall attain the age of 21 years; and I hereby promise to be ruled and governed by him in all things touching my welfare. And I do also hereby authorize and empower the said C. D. * to enter upon and take possession of all and every my messuages, lands, tenements, hereditaments and premises whatsoever, situate, lying and being in ——— in the county of ——— or elsewhere, whereunto I have or may have any right or title; and to let and sell the same, and receive and take the rents, issues and profits thereof, for my use and benefit during the term aforesaid, given unto the said C. D. my full power in the premises, and whatsoever he shall lawfully do or cause to be done in the said premises by virtue hereof, I do hereby promise to confirm. In witness, &c.

*Or after this * Mark, say,*

—— To do, execute and perform all and every such lawful acts and things whatsoever touching the same as my said guardian shall think proper and convenient to be done; nevertheless in trust, and for my own use and benefit. In witness, &c.

See a Letter of Attorney to constitute a Guardian to manage a Minor's Estate, with a Variety of Powers therein contained. Tit. Letters of Attorney.

Ninthly, For the Benefit of Distant Relations.

A Widow's Appointment of Lands, &c. to her Aunt, pursuant to a Power of Revocation and new Limitation.

THIS INDENTURE, &c. Between dame M. M. of, &c. widow, Recital as to of the one part, and F. N. spinster, (aunt of the said dame M. a conveyance M.) of the other part. Whereas, by indenture tripartite, of release bearing date the 28th day of November now last past, and made or mentioned to be made between the said F. N. of the first part, the said dame C. M. of the second part, and B. P. of the third part, Recting indentures of lease and release, bearing date, &c. then and now last past, As to a purchase therein recited made and to Mrs. N.

Release to the trustee.

Trusts, &c.

Power of revocation.

and made between *W. A.* esq; of the one part, and the said *F. N.* of the other part, whereby the said *W. A.* (in consideration of 1400*l.* to him paid by the said *F. N.*) has absolutely released and conveyed unto and to the use of the said *F. N.* and her heirs, *All that, &c. And further reciting (inter alia)* that the said sum of 1400*l.* in the said therein recited indenture of release mentioned to be paid by the said *F. N.* was not her money, *And* that the same was the proper money of the said dame *C. M.* *And* that previous to the conveying the said premises to said *F. N.* it hath been by her and the said dame *C. M.* mutually agreed, that the same should be by the said *F. N.* conveyed to the said *B. P.* upon the trusts therein and herein after mentioned, *It is by the said indenture tripartite witnessed,* and the said *F. N.* did thereby agree and declare, that the name of her the said *F. N.* was used in the said indenture of lease and release, at and by the nomination and appointment of the said dame *C. M.* upon the trusts therein and herein after expressed: *And it is by the said indenture tripartite further witnessed,* and for the considerations therein mentioned, she the said *F. N.* by and with the consent, direction and appointment of the said dame *C. M.* did sell, release and confirm unto the said *B. P.* the said piece of ground, &c. and all and singular other the hereditaments and premises by the said therein recited indentures of lease and release, conveyed unto and to the use of the said *F. N.* and her heirs, with the appurtenances, *To hold* the said premises unto the said *B. P.* and his heirs, to the uses following, *viz.* In trust to permit and suffer the said dame *C. M.* and her assigns, to receive and take the rents, issues and profits of the thereby released premises, to and for her and their own use and benefit, for and during the term of her natural life; and from and after her decease, then in trust to permit and suffer the said *F. N.* and her assigns, to receive and take the rents, issues and profits of the said premises, to and for her and their own use and benefit, for and during the term of her natural life; and from and immediately after the death of the survivor of them the said dame *C. M.* and *F. N.* then in trust for such person and persons, and to and for such use and uses, trusts, intents and purposes, and with and under such conditions, and in such manner and form, as the said dame *C. M.* by any deed or writing with or without power of revocation, or by her last will and testament in writing, to be by her duly executed in the presence of, and attested by two or more credible witnesses, should limit, direct or appoint, touching or concerning the same and for want of such direction, limitation or appointment, then to the use and behoof of the said dame *C. M.* her heirs and assigns for ever and to and for, &c. as in and by the said in part recited indenture *tripartite*, and as therein is recited, (relation being thereunto had) more fully may appear: *Now this indenture witnesseth,* That the said dame *C. M.* (for good considerations her thereunto moving) by this her present deed in writing, duly executed and attested by three credible witnesses whose names are hereupon indorsed as witnesses hereunto, and by virtue of the said power in the said recited indenture *tripartite* contained and of all and every other powers whatsoever enabling her in that behalf, *hath* revoked, determined and made void; and by these presents she the said dame *C. M.* *Doth* fully, clearly and absolutely revoke, determine and make void the use and estate in and by the said recited indenture *tripartite* limited, after the death of the survivor of them the said dame *C. M.* and *F. N.* (of and in the said premises) unto the

hid dame C. M. her heirs and assigns for ever ; *And this indenture fur-* New uses, &c.
ther witnesseth, That she the said dame C. M. in consideration of the appointed.
 natural love and affection, and great respect which she hath for and
 beareth to her aunt the said F. N. and for divers other good causes and
 valuable considerations her thereunto especially moving, (by virtue of
 and in further execution of the said power so to her given and reserved,
 in and by the said indenture *tripartite*, and of all and every other power
 and powers whatsoever enabling her thereunto) *Hath* limited, directed
 and appointed, and by this her said present deed or writing, by her sealed
 and executed in the presence of the said three credible witnesses (whose
 names are hereon indorsed) she the said dame C. M. *Doth* limit, direct
 and appoint, that the said piece of ground, &c. comprised in and con-
 veyed by the said recited indenture *tripartite* to the said B. P. and his
 heirs, upon the several trusts therein and herein before mentioned, shall
 from henceforth go and be to and for the several uses following, *viz.*
To the use and behoof of the said dame C. M. and her assigns, for and
 during the term of her natural life ; and from and immediately after her
 death, then *To the only use* and behoof of the said F. N. her heirs and
 assigns for ever, and to, for or upon no other use, trust, intent or purpose
 whatsoever. *Provided always*, &c. (*Power of Revocation*, See Tit.
Provisors.) *In Witness*, &c.

Tenthly, By way of Collateral Securities.

By a Fine Covert of Lands (whereof a Fine was levied, and the Uses de-
clared to be as she shall appoint) as a Collateral Security for Money ow-
ing to the Husband and Daughter on their Bond.

THIS INDENTURE made, &c. between M. J. wife of J. J. Recital of a
 of, &c. of the one part, and M. B. of, &c. of the other part. fine.
Whereas, &c. *Recital of a deed (therein reciting a fine levied of lands)* Declaration of
declaring the same to be to such uses, &c. as the said M. should appoint : the uses.
And whereas the said J. J. and M. J. his daughters, by one bond or A bond.
 obligation bearing equal date with these presents, are become bound to
 the said M. B. in the penal sum of 200*l.* with a condition under writ-
 ten for the payment of 100*l.* on, &c. as by, &c. *Now this Indenture* Appointment.
witnesseth, That for the better securing the payment of the said 100*l.*
 according to the condition of the said recited obligation, the said M. J.
 wife of the said J. J. *Doth* hereby limit, direct and appoint, that the
 said fine so levied as aforesaid, shall from time, &c. hereafter be and
 shure as, for and concerning the said messuage, &c. and that the said
 M. W. and his heirs, and all and every other person and persons, and his
 and their heirs, standing and being seised, or which shall stand, &c. of
 and in the same messuage, &c. shall from time, &c. hereafter stand,
 &c. thereof and of every part, &c. *To and for the use* and behoof of Provisor
 the said M. B. her, &c. for and during the term of, &c. without im-
 peachment of waste : *Provided always*, and upon condition that if the
 said J. J. and M. J. the daughter, or either of them, their, &c. do
 and shall well and truly pay, &c. unto the said M. B. her, &c. the said
 full sum of 100*l.* of, &c. in and upon, &c. according to the purport and
 true meaning of the condition of the said recited obligation ; that then
 L a and

Till default
the wife to
enjoy the
premises.

and from thenceforth these presents; and every thing herein contained, shall cease, determine and be void to all intents and purposes whatsoever; any thing, &c. *And lastly*, It is agreed between the said parties to these presents, that the said M. J. the mother, her heirs and assigns, shall and may at all times; till default shall be made in performance of the proviso or condition aforesaid, peaceably and quietly have, hold and enjoy the said premises herein before limited in use to the said M. B. and receive and take the rents, issues and profits thereof, to her and their own proper use and benefit, any thing, &c. *In witness, &c.*

By a Mortgagor and Mortgagee on assigning over a Mortgage to Trustees of the Assignee or new Mortgagee, and that they shall and shall of the Premises mortgaged, in Trust for the Assignee or new Mortgagee for the better securing the Mortgage Money, &c.

Recitals.
Mortgage.
Assignment.
The Appointment.

THIS INDENTURE QUADRIPARTITE made, &c. Between J. W. of, &c. of the first part, T. M. of, &c. of the second part, C. H. of, &c. W. F. of, &c. R. B. of, &c. and A. H. of, &c. of the third part, and H. P. of, &c. of the fourth part: *Whereas, &c.* (Recitals of a Mortgage from the said J. W. to the said T. M. and an assignment thereof, in consideration of the first mortgage being paid off, and of a further sum lent by the Assignee, which was defeasible on repayment of, &c. therein mentioned: Now this Indenture witnesseth, That the said T. M. in consideration that he is fully paid and satisfied his said debt, and all interest due for the same, in manner as in the said last recited indenture is expressed; and the said J. W. party hereto, for the better securing and more sure payment of the said several sums of money to the said C. H. W. F. R. B. and A. H. respectively, with interest for the same, in such manner as in the said proviso in the said last recited indenture contained is mentioned and expressed, he the said T. M. and the said J. W. parties hereto, Have and either of them Hath directed and appointed, and by, &c. Do, and either of them Doth, &c. that the said H. P. and P. M. their heirs and assigns, shall from henceforth for ever stand seised and possessed of and interested in All and singular the said messuages, &c. in the said first above recited indenture contained, In trust for the said C. H. W. F. R. B. and A. H. their, &c. and subject to the proviso or condition in the said last recited indenture contained. (Covenant that T. M. has done no act of incumbrance. See Tit. Covenants.) *In witness, &c.*

Eleventhly,

Eleventhly, For Creditors to receive Monies in Satisfaction for their Debts.

A Husband and Wife's separate Appointment for a Creditor to receive the Interest Money due on Mortgage, or the Rents of Premises to be purchased with the Principal till a Debt due to him from the Husband is satisfied.

TO ALL, &c. A.B. of, &c. and W. his wife, send greeting. *Whereas,* &c. (Recital of a mortgage for 500 years for securing 20000*l.* and interest, and of O. P.'s advancing 4000*l.* to the use of A. B.) *Now know* The husband appoints the interest of 20,000*l.* due on mortgage to pay 4000*l.* owing by him, with interest, &c. to O. P.

That for and in consideration of the said sum of 4000*l.* of, &c. unto the said A. B. by the said O. P. before the enfealing and delivery of these presents, well, &c. paid, the receipt, &c. he the said A. B. Hath ordered, directed and appointed, and by, &c. Doth order, &c. the said C. D. and D. D. and the survivor of them, to pay or cause, &c. All and every such sums of money as now are, or at any time or times hereafter shall accrue, become or grow due for the interest of the said 20,000*l.* now remaining in the hands of the said C. D. and D. D. or one of them, unto the said O. P. his executors, administrators or assigns, until the said O. P. shall thereout be fully paid and satisfied the said sum of 4000*l.* with lawful interest for the same from the day of the date of these presents, together with such costs, charges and expences, as he the said O. P. shall sustain or be put unto in or about the receiving of the same, or in pursuance of these presents, without any deduction, defalcation or abatement, for or in respect of any parliamentary or other taxes, &c. And the said A. B. doth hereby order, consent, covenant and agree, that the receipt, &c. of the said O. P. shall be good, valid and sufficient discharges for the interest of the same 20,000*l.* until he the said O. P. shall be thereout fully paid and satisfied the said sum of 4000*l.* by him paid and advanced as aforesaid, with lawful interest for the same from this day, together with his costs and charges as aforesaid; And that such receipts or acquittances to be from time to time given and signed, or executed by the said O. P. for such interest money, as the same shall become due and be paid to him, shall be allowed by the said A. B. during his life, and by his heirs, executors, administrators and assigns, and by all and every other person and persons claiming any right or title in or to the said sum of 20,000*l.* and the interest thereof, from and after the decease of the said A. B. and shall be valid, good and effectual against him, her, them and every of them: And in case the said sum of 20,000*l.* shall happen to be laid out in the purchase of lands before the said sum of 4000*l.* with interest, costs and charges, shall be repaid to the said O. P. his, &c. then and in such case the said A. B. doth thereby consent, agree, declare and direct, that the trustee or trustees, in whose name or names such estate or estates shall be purchased, and the several tenants of the estate or estates so to be purchased, shall apply and pay the rents, issues and profits of such estate or estates when purchased, unto the said O. P. his, &c. until the said sum of 4000*l.* with interests and costs shall

O. P.'s receipts to be good, and allowed by the husband.

If the 20,000*l.* shall be laid out in a purchase of land, the rents, &c. to be paid to O. P. till the 4000*l.* be paid

Covenant to give O. P. a power accordingly.

Receipts good against her.

shall be fully paid and satisfied thereout. *And* the said A. B. doth hereby covenant and agree, that he the said A. B. his heirs or assigns, shall and will give a full and sufficient power and authority for him the said O. P. to receive the same accordingly. *And further know ye*, That for the consideration aforesaid, and also for and in consideration of the further sum of 5s. of, &c. unto the said W. B. wife of the said A. B. by the said O. P. at, &c. in hand, &c. the receipt, &c. she the said W. B. pursuant to the power to her reserved, in and by one indenture, &c. and pursuant to all other powers, &c. by this present deed in writing by her signed, &c. *Hath* ordered, directed and appointed, and by, &c. *Doth*, &c. the said T. M. and N. E. and the survivor, &c. to pay or cause; &c. All and every such sum, &c. of money as they or any of them shall from time to time receive for the interest of the said 20,000*l.* unto the said O. P. his, &c. until he the said O. P. shall be fully paid and satisfied the sum of 4000*l.* with lawful interest for the same, from, &c. together with such costs, &c. *And* the said W. B. doth hereby declare, &c. that the receipt, &c. (*ut supra*) charges as aforesaid; *And* that such receipts or acquittances to be from time to time given, &c. shall be allowed by the said W. B. during her life, and by all, &c. (*as above*) from and after the decease of the said W. B. and shall be valid, &c. against her, them, and every of them. *In witness, &c.*

*Another Appointment or Power for a Creditor to receive and retain 6*l.* out of Interest Monies, &c. in Satisfaction of his Debt.*

Recital of a deed, charging lands with 230*l.* 18*s.* 5*d.* $\frac{1}{4}$ and interest, in trust for W. H. and E. his wife. W. H. and E. E. joined in a note for 50*l.* which E. E. has paid off, and paid another debt of 26*l.* both the debt of W. H. W. H.'s own note for 11*l.* to A. W. Power for E. E. to receive and retain interest of the said 230*l.* 18*s.* 5*d.* $\frac{1}{4}$ till said debts are paid.

TO ALL PERSONS to whom, &c. We W. H. of, &c. gent. and E. H. wife of the said W. H. send greeting. *Whereas* by one indenture *tripartite*, bearing date, &c. and made &c. between M. R. of, &c. of the first part, us the said W. H. and E. of the second part, and the right reverend father in God J. Lord Bishop of O. and E. E. of, &c. gent. of the third part, *It is mentioned and declared*, that several messuages, &c. of the said M. R. in, &c. are charged and chargeable with the sum of 230*l.* 18*s.* 5*d.* $\frac{1}{4}$ and interest for the same, to the said lord bishop of O. and E. E. and the survivor of them, his heirs and assigns; *In trust*, and to and for the use and benefit of us the said W. H. and E. as therein mentioned: *And whereas* I the said W. H. jointly and severally with the said E. E. did sign and subscribe unto A. W. of, &c. one promissory note, bearing date, &c. in the sum of 50*l.* for value received: *And whereas* the said E. E. hath some time since with his own proper money paid off and discharged the said note, and the money due thereon; and hath likewise paid unto W. J. of, &c. the further sum of 26*l.* being a debt due from me to the said W. H. to the said W. J. which said several sums of 50*l.* and 26*l.* (amounting in the whole to 76*l.*) I the said W. H. do hereby acknowledge to have been my proper debt, and to have been respectively answered and paid by the said E. E. at my request and direction: *And whereas* I the said W. H. by a promissory note, stand justly indebted to the said A. W. in the sum of 11*l.* besides the said sum of 76*l.* so due to the said E. E. aforesaid, which I do hereby also acknowledge: *Now know all men* by these presents, that we the said W. H. and E. H. being well satisfied of the truth of

of the premisses, and in consideration thereof, and for repaying, as well to the said *E. E.* his executors and administrators, the said sum of 76*l.* so due to him as aforesaid, as also the said sum of 11*l.* unto the said *A. W.* *Do* hereby respectively direct, authorize and empower him the said *E. E.* his heirs, executors, administrators and assigns, to retain, refund, take and receive, sue for and recover all arrears of interest which now are, or at any time hereafter shall grow due for the said principal sum of 2301*l.* 18*s.* 5*d.* $\frac{1}{4}$ as aforesaid, for so long time, and until the said *E. E.* his executors, administrators and assigns, be fully paid and satisfied the said sum of 76*l.* so due to him as aforesaid, as also the said sum of 11*l.* for the use and benefit of the said *A. W.* *Provided always* that these presents, or any thing herein contained, shall not extend to charge or prejudice the said trust, of and concerning the said principal money, or the interest thereof, no further or otherwise, than with and for the said sum of 76*l.* unto the said *E. E.* and also the said sum of 11*l.* unto the said *A. W.* as aforesaid, but the same shall from and after such payment remain, continue, and be upon trusts declared of and concerning the same, in and by the said recited indenture. *In witness, &c.*

This deed not to prejudice the trust concerning the principal money, &c.

Twelfthly, To such Uses as are mentioned in other Deeds.

Indorsement, whereby Mr. G. appoints his Trustees to stand possess of the Residue of a Term of 500 Years, in Trust for such Person as shall be entitled thereunto by Virtue of a Settlement of the same Date.

K NOW ALL PEOPLE, by these presents, that the within named *C. G.* *Doth* hereby direct and appoint the within named *J. B.* his executors, administrators and assigns, from henceforth for the residue of the within mentioned term of 500 years, to stand and be possessed of the, &c. mentioned in the within written indenture, and thereby assigned or mentioned to be assigned unto the said *J. B.* *In trust* for such person and persons, from time to time, as by one indenture *tripartite*, bearing even date with this indorsement, and made between the said *C. G.* of the first part, *L. U.* &c. of the second part, *C. W. P.* of, &c. of the third part, and by virtue of the uses and trusts limited and appointed in and by the same indenture *tripartite*, shall be intitled to hold and enjoy the said, &c. any thing in the within written indenture contained to the contrary notwithstanding. *In witness, &c.*

By a Feme Covert, to Trustees of mortgaged Money received, to be laid out in a new Mortgage, to the Uses in Marriage Articles.

Marriage articles, reciting mortgage, &c.

Power to appoint.
Money paid.

Appointment.

Declaration.

WHEREAS, &c. (*Recital of marriage articles*) therein reciting) (*inter alia*) a marriage intended between lord K. and A. D. and that N. W. and T. E. were possessed of a mortgage assigned to them for securing 1000*l.* and interest, in trust for the now lady A. K. whereby lord K. covenanted, that T. E. should stand possessed in the 1000*l.* in trust, to pay the same to lady A.'s separate use, with a power for her to make an appointment of the same.) And whereas the said lady A. K. had received all the interest of the said 1000*l.* until the day of the date hereof, and the said R. B. hath also paid in the said 1000*l.* principal money: Now know all men by these presents, That I the said lady A. K. Do hereby dispose, direct and appoint the said T. E. and J. E. to pay 500*l.* part of the above-mentioned sum of 1000*l.* unto, &c. and the sum of 500*l.* more, residue thereof, to, &c. upon a mortgage by him made, or to be made, to them for securing the repayment thereof, with interest; but upon the like trusts for me, as in the said articles are contained: And I do hereby declare that such payments to the said, &c. severally with each of their receipts respectively for the same, shall be as effectual and as full discharges, as if the said 1000*l.* were actually paid to, and received by myself with my own hands. In witness, &c.

Thirteenthly, To receive Rents.

By a Feme Covert of Receiver of Rents.

Lease.

Power to appoint.

Rent due.

Appointment.

WHEREAS A. B. and C. &c. (*trustees*) have by their indenture, bearing date, &c. by the consent and direction of D. E. wife of F. E. let and demised to G. a messuage, &c. in H. for the term of, &c. therein mentioned, at and under the yearly rent of, &c. payable quarterly as therein is mentioned: And whereas the said A. B. and C. are intrusted in the premises (with other things) to permit and suffer the rents thereof to be received (not by my husband F. E. but) by such persons, and in such manner, and for such times during my life, as I, by any writing under any hand and seal, (notwithstanding my coverture) shall direct and appoint: And whereas there is now due from the said G. for ——— years rent of the premises at ——— last the sum of ——— *l.* Now I the said D. E. Do by this writing under my hand and seal direct and appoint, that the said ——— *l.* and all the rent growing, and that which shall be accruing for the premises, during the term aforesaid, shall be paid by the said G. to the said C. whom I desire, upon his receipt thereof, to give an * acquittance for the same. Witness my hand and seal, &c.

* See the Form Tit. Receipts.

Fourteenthly,

Fourteenthly, Of Clergymen to preach annual Sermons pursuant to a Will.

TO ALL PEOPLE, &c. *Whereas* E. S. of, &c. in and by his last Recital of will and testament in writing, bearing date, &c. *Did* give and the will. bequeath, to J. S. and his heirs, and to the vicar and churchwardens of — for the time being, for ever, one annuity or yearly rent of, &c. payable and to be paid out of, &c. in and upon, &c. for the uses, &c. following; (that is to say,) To pay — a-piece to four ministers of the gospel therein named, for preaching each of them a sermon on the four days therein after mentioned yearly for ever, to wit, &c. one sermon on each day, and after their deaths, then the said J. S. his heirs or assigns, and the vicar and churchwardens of, &c. aforesaid, for the time being, were to make choice of four godly and able ministers in their rooms, who should preach the said four sermons yearly in manner as is therein expressed: *And whereas* all the four ministers therein named are long since dead, and the said J. S. is also dead, and K. S. his grandson and heir of the said J. S. *Now know ye*, That the said J. S. and E. B. now Deaths. vicar of, &c. and, &c. and churchwarden of the said parish, do hereby choose, nominate and appoint S. B. of, &c. to preach a sermon yearly in the parish church of, &c. on, &c. and J. J. of, &c. to preach, &c. and R. K. of, &c. (*ut supra*) and E. B. to preach, &c. and that each of them shall and ought to have and receive — a-piece for such his sermon pursuant to the aforesaid gift or will of the said E. S. *In witness*, &c.

Appointment of a Gamekeeper.

I *Amos Asb*, esq. lord of the manor of *Bruton*, in the county of *Cambridge*, do hereby (pursuant to an act of parliament made in the third year of his late majesty's reign, intituled, an act to explain and amend several laws therein mentioned for the better preservation of game), immediately employ and appoint *Dennis Dun* of *Bruton* aforesaid, gent. to take and kill, as soon as he conveniently can, after the date hereof, such hares, pheasants, partridges, or other game which he shall find upon my lordship or manor aforesaid, for my sole use and immediate benefit. And I do hereby direct the said *Dennis Dun*, to send all such game as he shall take and kill, by virtue of this my immediate appointment, to me at my house in *Bruton* aforesaid, or elsewhere, as I shall direct. And I do by these presents further authorize and appoint the said *Dennis Dun* (by virtue of several other acts of parliament in that case made and provided) to take and seize all such guns and ferrets, trammels, hays and other nets, snares or engines for the taking, killing or destroying of hares, pheasants, partridges, or other game within the aforesaid manor, and the precincts thereof, as shall be kept or used by any person or persons not legally qualified to do the same. And further to act and do all and every thing or things which belong to the said office of a game-keeper according to the directions

A lord of a manor (pursuant to an act of parliament appoints D. D. to kill game, &c. for the use of the lord, and (by virtue of other acts) to seize engines, &c. of persons not qualified.

rections of the said acts of parliament, for which this shall be his sufficient warrant. To hold the same during my will and pleasure.

Given under my hand and seal this seventeenth day of December, in the fifth year of the reign of our sovereign lord George the Second, by the Grace of God, of Great-Britain, France and Ireland, king, defender of the faith, &c. Annoque Domini 1731.

Artic'es. See Agreements, Copartnerships, Marriage-Articles, Purchases,

* Of Assignments.

AN assignment, strictly speaking, is the *absolute* setting over or transferring from one man to another, a right, title or interest in any thing in which a third person, not a party to the assignment, has a concern and interest.

An assignment of estates in land is properly a transfer, or making over to another, of the right one has in any estate; but it is usually applied to an estate for life or years. And it differs from a lease in this, that by a lease one grants an interest *less* than his own, reserving to himself a reversion. In assignments he parts with the whole property, and the assignee stands TO ALL INTENTS AND PURPOSES in the place of the assignor. 2 Black. Rep. 326. 766. 3 Wils. 234. Dougl. 56. 174.

And therefore if a lessee agree with another that he shall have his leasehold for the remainder of the lessee's term, paying to the lessee the same rent as was reserved on the original lease: This is an under-lease (a) and not an assignment; for the first lessee may maintain debt for rent against the under-lessee, though he cannot distrain for want of a reversion, and so has not absolutely parted with his interest. Strange, 405. (b).

The parties to an assignment are the assignor and assignee.

He that assigns is the assignor.

The assignee is he to whom the things are assigned to be occupied, used, &c. and he is always such a person, who has a thing so assigned in his own right, and for himself, and not to the use of another, which

(a) Although an *under-lease* cannot take effect to any purpose as an assignment; yet an assignment will be good as an under-lease against the party granting it. Dougl. 188 in note.

(b) See vide Palmer and Edwards, Douglas 187, note 59. where held by Buller and Willis, absent Mansfield, C. J. and Ashurst, that wherever there is no reversion left in the assignor, there it is clearly an assignment, and the construction in law will be the same, although the assignor reserve rent, or introduce a new covenant into the assignment: But the validity of such covenants may be questionable. And see 1 Litt. Abr. 99. If a man for years assign all his term in his lease to another, he cannot reserve the rent. Assignment; for he has no interest in the thing by reason of which the rent can be paid, and when there is no reversion there can be no distress, and it is to be treated as on a contract. So Gress.

which constitutes the material distinction between an assignee and a deputy who possesses and enjoys the thing in the right of another. *Vid. Term de le ley. Tit. Assignee.*

The effect of an assignment is to pass the title and possessory right to the thing assigned out of the assignor into the assignee, and he becomes possessed in law, without entry or delivery over; and until entry, the assignee has a mere naked possession, and the assignor a right to possess. Upon this principle it is held that the assignee of a lessee is discharged from the covenants in the original lease by an assignment of all the estate, title, interest, and term of years, which the assignee has to come in his lease, although he remains and continues in possession of the estate. For nothing remains with him after the assignment but a mere naked possession without any right, exactly as if he never had had any other right; and consequently there is not such a privity of estate between the first assignee and the original lessor as will support an action of covenant. *Vid. Walker and Reeves, Dougl. 461, 462. (a)*

But it is questionable whether the assignee of an assignee hath the possession until actual entry, so as to subject him to an action on the covenants in the lease. It was taken for clear law that he had, in the cases of *Sparkes and Smith*, and *Pilkington and Sballer*, reported in *Vernon*. But the authority of those cases has since been shaken by the cases of *Eaton and Jacques*, *Douglas*, 455. *et vid. 2 Danvers*, 484.

Assignments being by deed, and conceived in the words "given, granted, bargained, sold, assigned, and set over," operate indiscriminately either as a gift, or grant, or sale, or assignment. But they very seldom carry the outward appearance of a gift, however freely bestowed, being usually expressed to be made either in consideration of blood, or natural affection, or of five or ten shillings nominally paid to the grantor: any of which considerations, will, in the eye of the law, convert the gift, if executed into a grant, if not executed into a contract. *2 Black. Comm. 440.*

The assignment or grant, or bargain and sale of an estate for years to an use, is not executed by the statute 27 *Hen. 8.* because in such cases there is no seisin in the use, but only a possession to the use. *Popham*, 76. *Gilb. Uses*, 85. *Lutw.* 570. *et vid. Jones*, 217. 232. *Raym.* 487.

• Things requisite to a valid Assignment.

AN Assignment, actually transferring only the possession in law, will not support a possessory action unless it be made upon a valuable consideration: but there needs no consideration to support an assignment by a tenant for years; for the tenure, and attendance, being subject to forfeiture and payment of rent (if there be any reserved)

(a) If an assignment be made by an assignee of a lease, the first assignee is not seable for the rent; for if he be accepted by the lessor, the admission of one assignee is the admission of twenty. *Comp. Attorn.* 491.

ed) is sufficient to vest an use in the assignee. *Mod. 263. 2 Roll. Abr. 781. pl. 7.*

The formal words in which an assignment is usually conceived, are " hath given, granted, (a) bargained, sold, transferred and set over." *Vid. Terms de le Ley 57. Woods's Institutes 281.*

Among which the words " given" or " granted" are equally applicable to a grant, a feoffment, a gift, a lease, a release, a confirmation, or a surrender, and it is in the election of the assignee to use them to which of these purposes he will and so to plead them. *Co. Litt. 301. b.*

And if they be pleaded as a gift, it will be valid though there be no consideration; but it will be revocable, before delivery to the donee of the thing given; for, unless executed, it is *nudum pactum*, and will not support an action. *Jenk. Cent. 109. 2 Black. Com. 441. and by the 3 H. 7. c. 4. and 13 Eliz. c. 5. gifts in trust for the use of the donor, and with intent to defraud creditors or others, are void as to persons who would be prejudiced thereby, although good against the parties.*

Although a lease at common law not executed by the statute of uses, whether it were with or without any reservation of rent, was not looked upon to be compleat, till an actual entry by the lessee; because although the lessor had done all on his part to perfect the contract, so that he could not afterwards any way derogate from or avoid it, yet, till there was a transmutation of his assent thereto, without which it was thought unreasonable to adjudge him in actual possession to all intents and purposes so as to subject him to the covenants in the lease; but nevertheless, the lessor having done all that was requisite on his part to divest himself of the possession and pass it over to the lessee, the lessee was considered as having such an interest therein transferred to him thereby, as he might, before entry, grant or assign over to another; for the contract was perfect and compleat on the lessor's part, and the perfecting it on the lessee's part was intirely in his own power, and left to his own discretion when, and as he thought fit. *Bac. Abr. 436. et vid. Bellasis v. Burbricke. 1 Vern. 170.* wherein it was held that, in cases of leases for years, the rent becomes due from the lease and not from the entry, and the lessor has no need to aver occupation; because the lessee is liable to pay the rent whether he occupied or not, it being due by the lease or contract and not by the occupation.

But if the lessor be disseised, before the day at which the lease is to begin, during that disseisin, the lessee cannot enter in respect of his future interest. And therefore if A. make a lease for years to begin at a day to come, and before the day A. is disseised; the lessee in that case may not grant his interest. *3 Leon 156, 158.*

An assignee of a lease assigned to him by an administrator, is not obliged make a *proferat in curiam* of the letters of administration, because the same are not in his power and custody, and the law never requires one who has no right to the possession of instruments to produce

(a) The word "grant" amounts to a covenant, in law, against an eigne title, *Et. Vid. 3 Keble 304. pl. 45.* the words "*vendidit, assignavit et transulit*, do not amount to a covenant against an eigne title, yet as against the acts of the speaker of them they will amount to a covenant; for the law makes a covenant wherever the party will contravene his agreement by deed.

produce them to the court in which a question arises. 3 *Willson* 3; 4.

In an assignment of a lease of lands, the following covenants ought to be inserted, *viz.* First, covenants on the part of the assignor that the indentures of lease are good in the law; to save harmless of former rents, grants, and incumbrances; for the delivery of evidences and deeds; that the assignor is owner in possession and has power to assign; that the assignee may quietly enjoy and to make further assurance.

And on the assignee's part there should be covenants to pay the rent, and perform the covenants in the lease.

Previous to the statute of frauds and perjuries, all chattels, real or personal, might have been assigned without deed, unless in special cases. *Perkins* Sec. 57.

But it is enacted by that statute, (29 *Car. 2. c. 3. sec. 3.*) "that no leases, estates, or interests, either of freehold or terms of years, or any ascertain interest, of, in, to, or out of, any messuages, manors, lands, tenements or hereditaments," shall be assigned, granted, or surrendered, unless it be by deed or note in writing, signed by the party so assigning, granting, or surrendering the same, or their agents thereunto lawfully authorized by writing, or by act and operation of law.

It has been determined that under this clause of the statute of frauds, an assignment may be made by a note in writing, and that such note need not be either sealed or delivered, or stamped, as a deed must. 3 *Burr. Rep.* 2831. *Sed vid.* last stamp act.

Of what an Assignment may be made or not.

THERE may be an assignment of lands given in fee, for life or years; of a mortgage for years forfeited, the mortgagor being made a party and confirming the assignment; of an annuity, rent-charge, judgment, statute, &c. *Wood's Inst. b. 2. c. 3.*

When a person makes a lease of his lands, pending the time of a tortious possession against him, the lessee or his assignee cannot assign his interest, unless the assignment be sealed and delivered upon the land. (a) *Dalison* 81. pl. 20. 1 *Lew.* 47. 270, 271, 272. 3 *Lew.* 387. (b):

IF

(a) For the method of proceeding in these cases, See *Lilly's Conveyances*, 135, 136.

(b) A term for 1000 years is created under a settlement that takes effect by virtue of the statute of uses, for securing a sum of money for younger children's portions. Tenant for life and those in remainder enter into possession of the lands in which the term is created, and the lease the same for years. Then the lessee, having a possession in law executed, assign the term to an assignee by way of mortgage, in order to raise the money for younger children's fortunes. Is such an assignment good, without the bargain and sale, by which the same is effected, be delivered upon the land? It seems not; for when the tenant for life or those in remainder enter, they are tenants at will to the trustees, and when they are under-lease, those leases, so long as they are in being, are a dispossession of the trustees, the term being thereby divested, and the interest of the trustees a *chose in action* merely. *Vid. Freeman and Burner. 1 Ventris* 55. 60, 81.

If a devisee in remainder of a term articles for a valuable consideration to sell it; this is a good assignment in equity, and the devisee in remainder is afterwards but a trustee for the purchaser. 1 P. Will. 574.

An *authority* or *trust* cannot be assigned over unless it be granted to him and his assigns. *Perk.* §. 99. 4 *Inst.* 85. *Finch* 16, 17. 31. And then it must be in writing.

A right of *entry* or *thing in action*, or *cause of suit*, or *title* for condition broken cannot be granted or assigned over.

A *thing in action*, as a bond, a just debt, &c. is vulgarly said to be assignable over; and assignments are sometimes made of them; but the very form used in such cases (except in the cases of bankrupts, *ut infra*) shew them not to be assignable in their nature; for as the assignee cannot sue for the same in his own name, a letter of attorney is added in the same deed, empowering the assignee to receive the debt, &c. or to sue for it in the name of the assignor; so that in reality it amounts to little more than a letter of attorney to sue in his name.

But the paper, parchment and wax of a bond, &c. may be assigned over and the assignee may keep or cancel it. *Co. Litt.* 232. a. b.

Although a *chose in action* cannot be assigned to a common person, yet it may to the king, and he or his grantee or assignee may sue for it in their own name. 1 P. Will. 252, 253. *Vide Lucas* 245. *Wood's Inst.* 19.

Although a *chose in action* is not assignable (*i. e.* to common persons; see before) at law, yet it is so in equity; Thus the husband alone may assign a *chose in action* to which he is intitled in right of his wife alone, as he may any other part of her personal estate. 2 P. Will. 608.

By a settlement of lands, a sum of money was to be raised for daughters portions; one of the daughters married and died before her portion was paid, whereupon the husband took administration to her, and made an assignment of all his interest in that portion to his son whom he had by a former wife: The son by this title, after his father's death, sued in equity for the money. Defendant insisted, that though *choses in action* might be assigned in equity, on a consideration paid to the party who had the interest, and were recovered there by the assignee; yet in this case the assignment being by an administrator, and not the person who had it in his own right, this had never been allowed good. *Per.* lord keeper: There is a great difference between the assignment of the party and of the administrator, where the administrator is a stranger, and has no right but merely by the administration: But here the administration was *pro forma* only, and the administrator had a right to the money as the portion or provision for his wife, and it was disposable by the husband as other money. Decreed *pro quer.* 1 *Cham. Ca.* 169. 170.

A *possibility* is not assignable in equity, for that which is a rule of law (the lord keeper said) is a rule in equity. 2 *Vern.* 563. But it may be released; for it is unreasonable there should be an incumbrance on a man's estate, that can no way be discharged. *Ibid.*

Yet an assignment of *contingent interest* which the husband has in right of the wife, or a *possibility* of a term, though not good strictly by way of *assignment*, yet will operate as an agreement where it is for a valuable consideration. 2 P. Will. 608.

A. possessed of a term, settled it in trust for the use of himself and his wife for life, remainder to the use of such issue of the husband and wife as he should by will appoint: he by will settled it on *B.* his son, who in the life-time of his mother assigned and released it to *C.* to whom the trustees likewise assigned their interest; and it was held by the court, with the advice of the judges, that though a grant of a future possibility is not good in law, yet a grant of a possibility of a trust in equity may be good; and that it was the rather so in this case, because the trustees joined in it. 1 *Chan. Rep.* 29.

Matters of *ease* and *pleasure* granted to a person cannot be assigned; as to go to church over my ground, to dine at my table, &c. But, generally speaking, matters of profit may be granted over.

The estates of *bankrupts* may be assigned over by the commissioners, and the assignees may bring actions relating thereto (as to recover their debts, &c.) in their own names. *Stat.* 1. *Jac.* 1. c. 15.

The *judge's certificate* for taking and prosecuting felons to conviction, may be assigned over once. *Stat.* 10 & 11 *Will.* 3. c. 23.

Bills of exchange are assignable over.

And so are all *notes* whereby any person shall promise to pay another, or order, or bearer, the money mentioned in such note. (a) *Stat.* 3 & 4 *An.* c. 9.

Bail-bonds may be assigned over by the sheriff, &c. *Stat.* 4 & 5 *An.* c. 16.

And exchequer orders, stocks, &c. may be assigned or transferred from one to another by different statutes.

How far a Grantor or a Grantee, Lessee, or his Assigns, are chargeable, before or after an Assignment made, with the Rent, &c.

IF a lessee assigns over his term, the lessor may charge the lessee or assignee as he pleases; but if he accepts the rent of the assignee (knowing of the assignment) he has determined his election, and cannot afterwards have an action of debt against the lessee for the rent due after the assignment. But a lessor shall not be forced to take the assignee for his tenant. 3 *Ca.* 23, 24. 64, *Cro. Jac.* 334.

By such acceptance of the rent the lessor extinguishes the privity of the contract. But after such an acceptance he may have an action of covenant for his rent. 1 *Saund.* 240, 241. *Cro. Jac.* 521. *Cro. Car.* 580.

And although he refuses to accept the assignee as his tenant, yet if he thinks proper he may afterwards charge him in an action for the rent. 2 *Saund.* 181.

And if a lease be made for years rendering rent, with a condition, that if the lessee assigns his term, the lessor may re-enter; and the lessee assigns, the lessor receives the rent of the assignee, (not knowing of

(a) But if a note of hand be made payable to a feme sole before marriage, and she afterwards marries, being possessed of the note payable to herself or order, she, being covert, cannot indorse and assign over the same, because by act of law, it is become the sole property and right of her husband. 3 *Wils.* 5.

of the assignment) it does not exclude the lessor of his entry; for the lessee shall not take the benefit of his own fraud. 3 Co. 64.

And if a lessee for years assigns over his term and dies, his executor are not chargeable with the rent due after his decease. *Noy's Max.* 71. *Carib.* 178.

If a lessee covenants for himself and his executors (not assignees) to repair the house; covenant lies against the assignee though not named, it being for the support of the premises demised. 5 Co. 24. b.

Lessee covenanted for himself and his assigns to rebuild a house before such a time, which he did not, but after the time expired he assigned the term; this covenant does not bind the assignee, as it was broken before the assignment. *Salk.* 199, *Goulsf.* 129. *Cro. Eliz.* 457. *Moore* 399, 400. pl. 523.

An assignee of a lease rendering rent, after enjoyment of part of the term made an assignment over for the residue of his term; on a bill brought against him to account for the rent for such time as he held the land, it was decreed, that he should be chargeable for such time as he received the profits. *Vern.* 165.

An action of covenant lies against an assignee for rent due in his time and by him before the assignment. (a) 1 *Salk.* 81.

But for rent which became due after the assignment, he is not liable though he does not give notice of the assignment. 1 *Salk.* 81. 2 *Vent.* 228. & 1 *Lev.* 215.

What

(a) A devisee, an executor, an assignee under the bankrupt laws, or one who purchases the term from the sheriff under an execution, are assignees in law, to the effect of being liable to covenants for rent, &c although the transfer to them does not amount to a forfeiture under a covenant not to assign. *Dougl.* 184. But this point, though here taken for granted, has been since much agitated in *Denn*, lessee of earl Stanhope, vers. *Steggs*. T. 21. G. 3. *ibid.*

If lessee grant or assign his estate in part only, yet, as the entire estate remains in part of the land, the entire privity and action remains for the whole rent against the first lessee. 1 *Cro.* 693.

But if one be charged for the whole rent and an assignee of all the premises demised, and, on evidence it turn out that only part of them has been assigned, this will be an unanswerable objection to the action. *Dougl.* 184.

If a lease be made for 21 years, and the reversioner aliens his reversion in part (viz. for 40 years) immediately to one, and in remainder in fee to another, there will still be a privity, and the original lessor will still remain liable to the tenant under a covenant to repair, &c *Dougl.* 186.

An action of covenant cannot be maintained by a lessor against an under-lessee, as being substantially an assignee; for the action cannot be maintained unless against an assignee of the whole term. *Dougl.* 187.

In an action of covenant for rent against an assignee, an assignment to a feme covert before the rent accrued is a good plea in bar. Which is grounded on the authority of *Coke Littleton*, 3. a. 356. b. That a feme covert is of capacity to purchase of other without the consent of her husband; and though he may disagree, until he does, the purchase is good. *Dougl.* 452.

The assignee of a term, declared against as such, is not liable for rent accruing after he has assigned over, though it be stated that the lessor was a party executing the assignment, and agreed thereby that the lease, which was determinable at his option, should be absolute. If the lessor means to avail himself of such an assignment as a contract between the assignee and himself, he must state the instrument according to its legal operation, and as a demise from him to the assignee. *Dougl.* 765. *et vid. ibid.* 667.

(a) 1

Where the assignee of a mortgagor was obliged to pay the rent, though he never entered nor took possession, but lost the mortgage-money. *Vide* 2 Vern. 374. (a)

By the statute of assignments, (32 H. 8. c. 34.) All persons their heirs, successors and assigns, who have any gift or grant of the king of any lands, &c. which belonged to any dissolved monasteries, &c. and all other persons being grantees or (1) assignees to or by any other person than the king, and the heirs, successors and assigns of every of them, shall and may have and enjoy like (2) advantages against the (3) lessees, their executors, administrators and assigns, by entry for (4) non-payment of rent, waste, and the forfeiture; and also the remedies by action only, for not performing of other conditions, covenants, or agreements contained and expressed in their lease or grants against lessees and grantees, their executors, administrators and assigns, as the lessors or grantors, or their heirs or successors might if the reversion of such lands, &c. had not come to the king's hands.

1. Who are assignees within this statute. A bargainee of a reversion by deed inrolled, in consideration of money, is an assignee within the statute. *Co. Litt.* 215. a. *Godb.* 162. 1 *Roll. Rep.* 80. *Owen* 151. *Moore* 93, 98.

And if a lessor grants his reversion to the use of A. and his heirs, A. is an assignee within the statute. *Co. Litt.* 215. b. *Moore* 98. 4 *Leon.* 29, 29

2. Who are intitled to the advantages and remedies in this statute. The statute is general, viz. That the grantee of the reversion of every common person, as well as of the king, shall take advantage of conditions for non-payment of rent, &c. *Co. Litt.* 215. a.

But such bargainee shall not take advantage to enter upon the lessee for a condition broken, without giving notice of the bargain and file.

Secus of the condition of a bond. *Cro. Jac.* 476. *Bridge* 130.

The assignee of the reversion of a copyhold estate shall take advantage of covenants upon this statute. 3 *Lev.* 327.

A grantee for years of a reversion on a lease for years may take benefit of a condition. *Co. Litt.* 215. a.

But a grantee of part of a reversion shall not have advantage of the condition, but he shall have the rent upon an apportionment. *Co. Litt.* 215. a.

3. Against whom advantages may be taken. The statute speaking only of lessees, does not extend to donees in tail. *Co. Litt.* 215. a.

Nor to covenantees upon estates in fee or in tail, but only to tenants of estates made upon leases for lives or years. *Cro. Eliz.* 863.

4. Of what advantage, &c. may not be taken. Although the words of the statute are for non-payment of rent, doing of waste, or other forfeiture,

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ture,

(a) If a term be assigned by way of mortgage, with a clause of redemption, the lessor cannot sue the mortgagee as assignee of all the estate, right, title, interest, &c. of the mortgagor, even after the mortgage has been forfeited, unless the mortgagee has taken actual possession; for only substantial assignees in the actual enjoyment of the estate are liable to this action, and not mere nominal assignees with the naked right. Besides such an assignment cannot properly be said to be of all the mortgagor's estate, right, title, &c.; for there is a great difference between an absolute and a conditional assignment in the nature of the contract itself. *Dougl.* 455.

ture, yet the assignee shall not take advantage of every forfeiture by force of a condition, but only of such as are either incident to the reversion, as rent, or for the benefit of the estate, as for not doing of waste, or keeping the house or fences in repair, or for preserving of wood, or such like. 5 Co. 17. a. b. Moore 159. 243. 876. Owen 41. 1 And. 82. Raym. 250. And not for payment of a sum in gross, delivery of corn, wood, or such collateral things. Co. Litt. 215. b. Dyer 304.

And further by the said statute, *All leases and grantees of lands, &c. for years or life, their executors, administrators and assigns, may have like action, advantage and remedy against the grantees of the king, or of any other person, of the reversions of the same lands, &c. or any part thereof, for any condition, covenant or agreement in their leases, as the lessees might have had against the lessors or grantors; all benefit of advantages of recoveries in writ, by voucher, &c. only excepted.*

Assignment of a bond is a covenant that the assignee shall receive it. *Per Holt. Ld. Raym. 983. (a)*

The property of a cargo is in the consignee of the bill of lading, and he may assign it over. *Ld. Raym. 271.*

Under-lease for the whole term amounts to an assignment. *Ld. Raym. 99.*

Plea of assignment over by assignee of a term ought to say *post assignationem*, &c. but that fault may be aided by pleading over. *Ld. Raym. 367.*

An apprentice assigned gains a settlement with the second master. *Ld. Raym. 683.*

Rent may be reserved upon an assignment of a term without deed. *Ld. Raym. 82. Allen 58.* for it is a contract in the realty.

P R E C E D E N T S.

First, Of Annuities and Rents Charge.

A short Assignment by Deed Poll, of an Annuity or Rent-Charge granted by Deed for Life.

Recital of the grant.

Assignment,

TO ALL, &c. I J. W. of, &c. send greeting. Whereas J. G. of, &c. by his deed indented, bearing date, &c. for the considerations therein mentioned, Did give, grant and confirm unto me the said J. W. ~~one annuity~~ or yearly rent or pension of, &c. to be issuing and going out of all and singular the messuages, &c. of the said J. G. situate, &c. for the term of the natural life of me the said J. W. As in and by the said deed indented (amongst divers other covenants, grants and agreements)

(a) In such cases the assignment does not transfer the duty; but operates as a contract to transfer the benefit, and is in nature of a covenant to transfer.

agreements therein contained) more fully and at large it doth and may appear: *Now know ye*, That I the said *J. W.* for, &c. Have assigned and set over, and by, &c. Do &c. unto *S. L.* of, &c. The said annuity or yearly pension of, &c. To have and to hold the said annual or yearly rent of, &c. unto the said *S. L.* and her assigns, in as large and ample manner and form, as I the said *J. W.* may or ought to have and enjoy the same, by force of the said deed indented, or any thing therein contained (together with the said deed indented.) *In witness, &c.*

Another with suitable Covenants.

TO ALL, &c. *T. D.* of, &c. Whereas *R. D.* of, &c. late uncle of the said *T. D.* in and by one indenture, &c. Did give and grant unto the said *T. D.* for and during the natural life of the said *T. D.* to begin and be paid yearly to the said *T. D.* party to these presents, from and after the decease of, &c. as by, &c. *Now know ye*, That the said *T. D.* for and in consideration of, &c. to him in hand, at &c. by *W. P.* of, &c. well and truly paid, whereof and wherewith the said *T. D.* acknowledged himself fully satisfied, contented and paid by these presents, and for divers, &c. Hath given, granted, bargained, sold, assigned and set over, and by, &c. Doth fully, clearly and absolutely give, &c. unto the said *W. P.* his executors, &c. as, well the said annuity, &c. as all the estate, &c. by force, &c. of the said indenture, or any thing therein contained, or otherwise. And the said *T. D.* for himself, &c. doth covenant, &c. to and with the said *W. P.* his, &c. by, &c. that he the said *T. D.* now hath lawful right and authority to give, &c. the said annuity in manner and form aforesaid: And that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of, &c. or any part thereof; Nor that he the said *T. D.* nor any other by or from him, or with his consent have or hath done, nor hereafter at any time shall do, commit or suffer to be done, any act, deed or thing whatsoever, whereby the said *W. P.* his, &c. shall or may be hindered or letted, of, or in the having, receiving and enjoying of the said annuity or yearly rent, or any part thereof; And that the said *W. P.* his, &c. shall and may from time, &c. from and after the decease of, &c. for and during the natural life of the said *T. D.* lawfully, peaceably, &c. have, &c. the said annuity or, &c. and every part, &c. to the proper use, &c. without the let, &c. And further that the said *T. D.* shall and will from time, &c. at the reasonable request, &c. do or cause, &c. all such further act and acts, thing and things for the further assuring of the said annuity, &c. to the said *W. P.* his, &c. for and during the natural life of the said *T. D.* after the death of the said — as by the said *W. P.* his, &c. shall be reasonably devised, &c. (*See these kinds of covenants post, and others proper in these cases.*) *In witness, &c.*

Recital of the grant.

Assignment.

Covenants.

Right to assign.

Heretofore no act done to incumber, nor hereafter shall be done to hinder the enjoyment of the assigned annuity.

Peaceable enjoyment.

Further assurance.

Another with the usual Covenants at length.

Recital of the
grant for life.

Assignment.

Habendum.

Hath right
to assign.

Hath not be-
fore assigned
or done an
act to incum-
ber, &c.
for peaceable
enjoyment.

THIS INDENTURE made the — day of — in the — year of the reign of our sovereign lord *George* the second, by the grace of God, &c. and in the year of our Lord — between *A. B.* of — of the one part, and *C. D.* of the other part. *Whereas* by indenture bearing date the — day of — in the year of our Lord 1750. *T. D.* of — in the county of — did give and grant unto the said *A. B.* one annuity or yearly rent or sum of 40*l.* to be had, received, taken and issuing out of *All* that messuage (*as set forth in the grant*) *To hold* to the said *A. B.* and his assigns, for and during the term of his natural life, payable in and upon the — day of — and — day of — yearly and every year, by even and equal portions without any deduction or abatement whatsoever, as in and by the said recited indenture, relation being thereunto had, will more fully and at large appear: *Now this Indenture witnesseth*, That he the said *A. B.* for and in consideration of the sum of — of lawful money of *Great Britain*, to him in hand paid by the said *C. D.* at and before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and of every part thereof doth acquit and discharge the said *C. D.* his executors, administrators and assigns, and every of them, for ever, by these presents, *Hath* bargained, sold, assigned, transferred and set over, and by these presents *Doth* bargain, sell, assign, transfer and set over unto the said *C. D.* his executors, administrators and assigns, the said annuity, yearly rent, or sum of 40*l.* payable and issuing out of *All* the said messuage — so to him the said *A. B.* granted as aforesaid; *And also* all the estate, right, title, interest, claim and demand whatsoever, of him the said *A. B.* of, in and to the said annuity, or yearly rent or sum of 40*l.* hereby assigned or intended so to be; *To have and to hold*, receive and enjoy the said annuity or yearly rent or sum of 40*l.* unto the said *C. D.* his executors, administrators or assigns, for and during all such time and term as he the said *A. B.* hath or ought to have therein, during his natural life. And the said *A. B.* for himself his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns, in manner and form following, (that is to say,) That the said *A. B.* now hath in himself good right, full power and lawful and absolute authority, to bargain, sell, assign, transfer and set over unto the said *C. D.* his executors, administrators and assigns, the said annuity or yearly rent or sum of 40*l.* to hold to him, his executors, administrators and assigns in manner and form as aforesaid. *And also* that he the said *A. B.* hath not, at any time or times heretofore, sold, assigned, transferred or set over, or any ways discharged, charged or incumbered, the said annuity or yearly rent or sum of 40*l.* hereby assigned or intended so to be, or any part or parcel thereof; *And also* that he the said *C. D.* his executors, administrators and assigns, shall and lawfully may, from time to time and at all times hereafter, for and during the life of him the said *A. B.* peaceably and quietly have, hold, receive and enjoy the said annuity or yearly rent or sum of 40*l.* to and for the proper use and benefit of him the said *C. D.* his executors, administrators and assigns, without any the

let,

let, suit, trouble, hindrance, molestation or interruption whatsoever, of or by him the said *A. B.* his executors, administrators and assigns, and of or by all and every other person or persons whatsoever, free and clear and absolutely discharged of and from all and all manner of charges and incumbrances whatsoever. *And further*, That he the said *A. B.* his executors and administrators, and all and every other person and persons, his and their executors and administrators, having or claiming, or which shall or may have or claim any right, title or interest of, in or to the said annuity or yearly rent or sum of 40*l.* from, or by or under him the said *A. B.* shall and will from time to time, and at all times hereafter, upon the reasonable request of the said *C. D.* his executors, administrators or assigns, make, do, perform and execute, or cause or procure to be made, done, performed and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better and more perfect assigning and assuring of the said annuity or yearly rent or sum of 40*l.* unto the said *C. D.* his executors, administrators and assigns, during the life of him the said *A. B.* as he the said *C. D.* his executors, administrators or assigns, as his or their counsel learned in the law, shall reasonably devise, advise and require; so as he, she or they be not compelled or compellable to travel or go from the place of his, her or their abode, for the doing thereof. *And for the further*, better and more effectual enabling him the said *C. D.* his executors, administrators and assigns, to enjoy, recover and receive the said annuity or yearly rent or sum of 40*l.* hereby assigned, he the said *A. B.* hath and by these presents *Doth* make, ordain, constitute and appoint and in his place and stead put the said *C. D.* his executors, administrators and assigns, the true and lawful attorney and attornies irrevocable of him the said *A. B.* either in his or their own names, or in the name of him the said *A. B.* his executors or administrators, but for his own use only, to ask, demand, sue for, recover and receive of and from the said *C. D.* his heirs, executors, administrators or assigns, and of and from all and every other person and persons whomsoever, the said annuity or yearly rent or sum of 40*l.* hereby assigned, and upon non-payment thereof to commence and prosecute any action or suit for the same; and upon payment, recovery and receipt of the same, or any part thereof, sufficient releases or other discharges to give for the same, and also to do all and every such other and further lawful act and acts, thing and things whatsoever, as well for the recovering and receiving, as the releasing, assigning and discharging the said annuity or yearly rent or sum of 40*l.* as fully and effectually, and in as large ample and beneficial manner, to all intents and purposes as if he the said *A. B.* had been actually present and done the same. And finally, he the said *A. B.* doth hereby give, grant, notify, confirm and allow all and whatsoever he the said *C. D.* his executors, administrators or assigns, shall lawfully do or cause to be done in, about, touching or concerning the premises by virtue of these presents. *In witness*, whereof, &c.

for further assurance.

Letter of attorney to demand, &c. the annuity.

A very good Assignment of Annuity (granted by an Incumbent for his Life out of his Rectory, with a Power to distrain, and a Demise over to a Trustee) with an Assignment of a Bond and Judgment given as a further security for the Payment, in case the Grantor should resign, &c. See the Deed of Grant, &c.

Recital of the grant.

with power of entry and distress.
Recital of a demise to trustee for 99 years, determinable. &c.

to levy, &c.
to pay the annuity.

Recital of the bond.

Warrant of attorney and judgment.

THIS INDENTURE made, the, &c. *Between A. B. of, — in the county of —, esq; of the one part, and C. D. of — in the county of —, gent. of the other part. Whereas by indenture tripartite, bearing date the 14th day of May last, and made or mentioned to be made between E. F. rector of L. in the county of —, clerk, of the first part, the said A. B. of the second part, and G. H. of Chancery-Lane, London, gent. of the third part, the said E. F. in consideration of the sum of — pounds therein mentioned to be paid to him by the said A. B. did give, grant, bargain, sell and confirm unto the said A. B. his executors, administrators and assigns, for and during the natural life of him the said E. F. one annuity or yearly rent or sum of 30*l.* of lawful money of Great Britain, to be issuing and payable out of All those — acres of glebe lands, and all that messuage or tenement, barn, stable, &c. situate, standing, lying and being in the parish of — in the county of —, and belonging to the said E. F. as rector of the parish church of L. aforesaid, and which are therein mentioned to be in the tenure or occupation of J. K. as tenant thereof; and by and out of all other the houses, out houses, barns, stables, buildings, orchards, gardens, lands and appurtenances to the same rectory belonging or in any wise appertaining; and all and singular the tithes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, tenements, meadows, pastures, commons, woods, waters, profits, privileges and advantage whatsoever belonging to or payable to the said E. F. as rector of the said parish church of L. aforesaid: To hold unto the said A. B. his executors, administrators and assigns, for and during the natural life of the said E. F. and to be paid to him or them quarterly as therein is mentioned, free and clear of all manner of taxes and deductions whatsoever, with proper powers of entry and distress, and otherwise, for the recovering and receiving the said annuity in case of non-payment thereof by the said E. F. as therein is mentioned, and for the better securing the payment of the said annuity unto the said A. B. the said E. F. did by the said recited indenture, grant and demise the said glebe land, messuage or tenement, barn, stable, tithes and premises unto the said G. H. his executors, administrators and assigns, for the term of 99 years therein mentioned, determinable on the death of the said E. F. upon trust by and out of the rents and profits thereof to raise and levy from time to time during the life of the said E. F. so much money as would be sufficient to pay the said annuity or yearly rent of — *l.* And whereas for the better securing the payment of the said annuity or yearly rent-charge unto the said A. B. he the said E. F. did enter into and execute unto the said A. B. one bond or obligation bearing date the same 14th day of May last, in the penal sum of — *l.* conditioned for his paying unto the said A. B. his executors, administrators and assigns, the said annuity as therein is mentioned. And the said E. F. did then also execute a proper warrant of attorney to confess judgment on the said*

said bond, and a judgment hath been accordingly entered up thereon
 in his majesty's court of C. P. at *Westminster*, as of this present *Easter*
 term against the said *E. F.* at the suit of the said *A. B.* for ——— *l.*
 debt, besides costs, as in and by the said recited indenture, bond and
 record of the judgment, relation being thereunto respectively had, may
 more fully appear. *And whereas* the said sum of ——— *l.* men- Recital that
 tioned in the herein before recited indenture *tripartite* as the considera- the purchase-
 tion money for the purchase of the said annuity or yearly rent-charge of money for
 ——— *l.* and every part thereof, was the proper money of the said the annuity
C. D. as the said *A. B.* doth hereby acknowledge and declare, and was the as-
 that the said sum of ——— *l.* or any part thereof was not the mo- signees.
 ney of him the said *A. B.* and that the name of him the said *A. B.* was
 only used in the said recited indenture, bond and judgment, *In trust* for
 and for the only use and benefit of the said *C. D.* And the said *A. B.*
 hath agreed to assign the said annuity or yearly rent of *L.* and the said
 bond and judgment and all benefit and advantage of the same respect-
 ively to the said *C. D.* *Now this Indenture witnesseth*, That in pursu- Consideration
 ance of the declaration and agreement before-mentioned, and for and of assignment.
 in consideration of 10*s.* of lawful money of *Great Bri ain*, to the said
A. B. in hand well and truly paid by the said *C. D.* at and before the
 sealing and delivery of these presents, the receipt whereof is hereby
 acknowledged, he the said *A. B.* *Hath* bargained, sold, assigned, trans- Assignment.
 ferred and set over, and by these presents *Doth* bargain, sell, assign, Assignment.
 transfer and set over unto the said *C. D.* his executors, administrators
 and assigns, the said annuity or yearly rent or sum of ——— *l.* granted
 by the said recited indenture *tripartite*, to the said *A. B.* for and during
 the life of the said *E. F.* and all powers and remedies therein mentioned
 for recovering and receiving the same ; and also the said bond and judg-
 ment entered into and confessed respectively by the said *E. F.* unto
 the said *A. B.* for the better securing the payment of the said annuity
 as is before mentioned and recited, and all and all manner of benefit and
 advantage of the said annuity or yearly rent, and of the said bond and
 judgment respectively, and all the estate, right, title, interest, trust,
 property, claim and demand whatsoever, of him the said *A. B.* of, in,
 to or out of the said annuity or yearly rent of ——— *l.* and the said
 bond and judgment with the said recited indenture ; *To have and to* Habendum to
be'd, receive, take and enjoy the said annuity or yearly rent or sum of assignee.
 ——— *l.* unto the said *C. D.* his executors, administrators and as-
 signs, from henceforth for and during the natural life of the said *E. F.*
 in as full and ample manner as the same was granted by the said *E. F.*
 to the said *A. B.* and to have, hold and enjoy the said bond and judg-
 ment, and the money and premisses thereby respectively secured, and all
 benefit and advantage of the same respectively, unto the said *C. D.* his
 executors, administrators and assigns, to and for his and their own use
 and benefit. *And* the said *A. B.* hath made, constituted and appoint- Letter of at-
 ed, and by these presents *Doth* make, constitute and appoint the said torney.
C. D. his executors, administrators and assigns, his true and lawful at-
 torney and attornies, in the names of him the said *A. B.* his executors
 or administrators, but for the only use of him the said *C. D.* to sue or
 take out execution upon the said judgment against the said *E. F.* and to
 carry on and prosecute the said judgment, and to take and make use of
 all other lawful remedies and powers which the said *A. B.* now hath
 for the recovery of the money and premisses secured by the said recited
 bond

Done no act
to incumber.

That the
trustee shall
stand possessed
of the term to
the use of the
assignee.

Proviso, see
the grant.

bond and judgment respectively, in such manner as he said C. D. his executors, administrators or assigns, shall think fit or necessary. And the said A. B. doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant, and agree to and with the said C. D. his executors, administrators and assigns, that he the said A. B. hath not at any time heretofore made, done, executed or committed, any deed, act, matter or thing whatsoever, whereby or by means whereof the said annuity, bond, judgment and premisses hereby assigned or mentioned, or intended so to be, or any of them is, are, shall or may be assigned, determined, impeached, charged, discharged, vacated or incumbered respectively in any wise howsoever. And the said A. B. doth hereby declare and agree, that the said G. H. his executors, administrators and assigns, shall from henceforth stand possessed of and interested in the said term of 99 years, mentioned in and created by the said recited indenture tripartite, in case the said E. F. shall so long live, in trust for and for the only use and benefit of the said C. D. his executors, administrators and assigns, for the purpose of raising and levying so much money as will be sufficient for paying and satisfying the said annuity, as in and by the said recited indenture is mentioned and declared, *Subject nevertheless* to the proviso or condition in the same indenture contained, for paying and satisfying the said indenture in manner therein mentioned. *In witness whereof, &c.*

An Assignment of an Annuity or Rent-Charge (granted by Deed for Years, with Clause of Distress and Nomine pœnz,) with Covenant to avoid Distress and Actions, and a Letter of Attorney.

Recital of
the grant for
years, with a
clause of
distress and
nomine pœnz.

Assignment.

THIS INDENTURE, &c. *Witnesseth*, That whereas the said A. B. by indenture, &c. for the considerations therein mentioned and expressed, *Hath* granted, &c. unto the said C. D. and A. his wife, one annuity, &c. issuing, &c. *To have*, &c. from, &c. unto the full end and term of, &c. *With a clause* of distress to be taken within the said manor, &c. for non-payment of the said annuity or yearly rent of, &c. or any part thereof, for the space of 14 days next after any of the said feasts, on which the same ought to be paid as aforesaid, *As also* one other clause of distress, *nomine pœnz* of 3s. for every default of payment, which shall happen to be within 24 days next after any of either of the said feast days in which they ought to be paid, as in and by, &c. (amongst, &c.) more plainly, &c. Now the said G. D. for and in consideration, &c. hath given, granted, bargained, sold, assigned, transferred and set over, and by, &c. *Doth* fully, &c. give &c. The said indenture before mentioned, and the said annuity or yearly rent of, &c. with the appurtenances, clauses of distress, and *nomine pœnz* thereby granted and confirmed, and all the estate, &c. and all deeds, &c. *To have*, hold, levy and yearly perceive, receive, take and enjoy the said annuity or yearly rent of, &c. unto, &c. for and during all the rest, residue and remainder, yet to come and unexpired of the said term of, &c. by the said indenture granted, at such days time and places, and in such like, and in as large, ample, beneficial manner and form, to all intents and purposes, as he the said C. D. and A. his wife, or either of them have or hath, or had, or may, might, should, or of right ought to have, or yearly receive, take and enjoy the same.

And

And, &c. (Covenant for quiet enjoyment, free, &c.) And also that they Covenant to the said C. D. and A. his wife, their, &c. shall and will from time, avow distresses &c. when and as often as need shall be and require, at the request, and and actions. at the cost and charges in the law of the said E. F. his, &c. avow, justify and maintain all and every such lawful entries, distresses, actions, suits, complaints, pleas, processes, judgments, extents, and executions, as the said E. F. his, &c. shall make, take, attempt, commence, prosecute and bring in respect of the premises, upon or by reason of the said indenture, or any thing therein contained, without being nonsuit or otherwise releasing, discharging, delaying, discontinuing, barring or hindering the same, or any of them, except it be by and with the special assent, consent and agreement of the said E. F. his, &c. in writing, in that behalf first had and obtained; And the said C. D. hath by, &c. made, &c. the said E. F. his true and lawful attorney irrevocable, to ask, &c. to the only use of the said E. F. his, &c. without rendering any account to the said C. D. his, &c. the said annuity, &c. every year yearly from time to time, as it shall grow due, during the said term mentioned in the said indenture; and for default of payment of either or any of the said several sums at the day and place aforesaid, in which they ought to be paid, to distrain, and the distresses so taken, to lead, drive and carry away, or secure on the premises (as the case shall require) and so to detain until he or they the said E. F. his, &c. shall be fully satisfied, or till the same shall be sold in satisfaction of the said annuity, &c. so due as aforesaid, &c. (as usual) See Ta. Letters of Attorney in Deeds, Post.

Letter of attorney to receive the annuity, and to distrain, &c.

Assignment of the Half Pay of a Lieutenant of Marines, for further securing an Annuity with Special Covenant.

THIS INDENTURE made the ——— day of ———, in the year of our Lord 1785, and in the twenty-fifth year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, and so forth; Between A. B. of W. street, in the parish of Hampstead, in the county of Middlesex, esq; a captain in the reduced regiment of marines upon half pay, of which the late H. esq; was a colonel, of the one part; and G. R. of R. Passage, in the parish of St. George Bloomsbury, in the said county of Middlesex, esq; of the other part: Whereas the said A. B. by his bond or obligation in writing, bearing even date herewith is, and stands bound unto the said G. R. in the penal sum of 150*l.* of lawful money of Great Britain, with condition thereunder written, that if the said A. B. his heirs, executors or administrators, did and should well and truly pay or cause to be paid unto the said G. R. his executors, administrators and assigns, one annuity or clear yearly sum of 10*l.* of lawful money of Great Britain, by four equal quarterly payments on the several days and times therein mentioned, during the life of the said A. B. without any deduction or abatement whatsoever, then the said bond was to be void. And for the better securing the payment of the said annuity or clear yearly sum of 10*l.* to the said G. R. his executors, administrators and assigns, the said A. B. hath duly executed a warrant of attorney also bearing even date with the said recited bond, empowering certain attorneys therein named, to confess a judgment against him

Parties.

Recitals of an annuity bond.

And of a warrant of attorney to enter up judgment thereon.

And that the obligor is intitled to half-pay as a captain of marines,

and has agreed to assign the same to the obligee.

Transfer.

To hold, &c.

In trust in the first place to retain annuity

Then in trust to pay the residue to the obligor,

him in an action of debt on the same bond in his majesty's court of king's bench at *Westminster*, at the suit of the said G. R. as of the present *Hilary* term, or any subsequent term for the said sum of 150*l.* together with costs of suit; *And whereas* the said A. B. as such captain as aforesaid, is interested in or intitled unto a salary or half pay of 88*l.* 19*s.* per ann. or thereabouts, and, for the better securing the true payment of the said annuity, hath agreed to assign over his said salary or half pay unto the said G. R. his executors, administrators and assigns, in manner and upon the trusts hereinafter mentioned: *Now this Indenture witnesseth*, That in pursuance and performance of the said proposal and agreement, and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, in hand well and truly paid by the said G. R. at or before the execution hereof, the receipt whereof the said A. B. doth hereby acknowledge; *And also* for the further and better securing the true payment of the said annuity or yearly sum of 10*l.* to the said G. R. his executors, administrators and assigns during the life of him the said A. B. in manner as in and by the condition of the said recited bond or obligation mentioned as aforesaid, he the said A. B. hath bought, gained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said G. R. his executors, administrators and assigns, all that the said salary or half pay of 88*l.* 19*s.* of him the said A. B. which he is interested in or intitled unto as such captain as aforesaid, and all arrears thereof now due, and all future and growing payments thereof, that shall or may hereafter grow due and become payable, and all the right, title, interest, property, claim and demand whatsoever, of him the said A. B. of, in, and to the said salary or half-pay and every part thereof, *To have*, hold, receive, take and enjoy the same salary or half-pay hereby assigned as aforesaid, and the arrears now due, and all future and growing payments thereof, that shall or may hereafter grow due and become payable, and all the right, title, interest, property, claim and demand whatsoever, of him the said A. B. of in and to the same salary or half pay and every part thereof. *TO HAVE, HOLD, RECEIVE, TAKE AND ENJOY* the said salary or half-pay hereby assigned as aforesaid, and all the arrears now due, and all future and growing payments thereof, that shall or may hereafter grow due and become payable to the said A. B. as such captain as aforesaid, unto the said G. R. his executors, administrators and assigns, for and during the natural life of him the said A. B. *In trust* in the first place, so soon as the same shall come to the hands of the said G. R. his executors, administrators or assigns, or to the hands of any other person or persons whomsoever, by his or their order, or for his or their use, to retain and keep, pay, apply and dispose of the same in discharge of all such sum and sums of money whatsoever, as shall or may hereafter become due and payable to the said G. R. his executors, administrators or assigns, for or in respect of the said annuity or yearly sum of 10*l.* and all such costs, charges, and expences whatsoever, as he the said G. R. his executors, administrators and assigns, shall or may pay lay out or expend in and about the obtaining, getting, or procuring the payment of the said salary or half-pay hereby assigned as aforesaid, or any arrears thereof, or any matter or thing relating thereto; and after full payment and satisfaction thereof, then *In trust*, to pay the rest and the residue of the said salary or half-pay hereby assigned as aforesaid, unto the said A. B. or in such other manner as he shall order, direct and appoint

point. And for the consideration aforesaid, he the said *A. B.* hath made, ordained, nominated, constituted and appointed, and by these presents doth make, ordain, nominate, constitute and appoint, and in his place and stead put and depute the said *G. R.* his executors administrators and assigns, his true and lawful attorney and attornies, irrevocable for himself the said *A. B.* and in his place and stead to ask, demand, sue for, recover, receive, and take his the said *A. B.*'s salary or half-pay, subsistence money and arrears, as the same shall from time to time become and grow due and payable for the purposes aforesaid, of and from *W. R.* agent, the present paymaster of his majesty's marine forces, or of or from any future paymaster or paymasters to be appointed thereunto, or of and from whomsoever else it doth shall or may in any manner concern, and, as the same shall from time to time be had taken and received, to make, sign, and give, in the name of him the said *A. B.* or otherwise, proper receipts and acquittances and discharges for the same or any part thereof; *And further*, To do all and every other act, matter and thing whatsoever, which shall or may be requisite and necessary to be done in and about the premises, as fully and effectually to all intents and purposes whatsoever, as he the said *A. B.* might or would do were he personally present and did the same, he the said *A. B.* hereby ratifying and confirming all and whatsoever the said *G. R.* his executors, administrators and assigns, shall lawfully do or cause to be done in and about the same premises by virtue of these presents. And the said *A. B.* doth hereby for the considerations aforesaid, covenant, promise and agree, to and with the said *G. R.* his executors, administrators and assigns, in manner following, (that is to say,) That in case the said *A. B.* shall at any time or times hereafter be preferred to or have, hold, occupy, possess, or enjoy any other commission, post, place, salary, pension, or pay in lieu and instead of the above mentioned place and rank of captain as aforesaid, or shall hereafter be intitled to a better salary or pay, then and in such case that he the said *A. B.* shall and will, within one kalendar month next after his being preferred to or accepting, having, taking, or enjoying such commission, post, place, salary, pension or pay, by good and sufficient deeds or other instruments, in the law (at his the said *A. B.*'s expence and charge,) assign, transfer and set over the same, to the said *G. R.* his executors, administrators and assigns, and fully and effectually authorize and empower him and them to receive the same from time to time as the same shall become due and payable, in trust nevertheless, to and for the uses and purposes hereinbefore mentioned, and the better to secure the payment of the said annuity, or yearly sum of 10*l.* in the said bond above mentioned; and also that he the said *A. B.* shall and will at any time hereafter, at the request of the said *G. R.* his executors, administrators or assigns, appear in person as often as there shall be a necessary occasion for his so doing (upon his having notice thereof) at any office or place of insurance within the cities of *London* or *Westminster*, or shall send to him or them notice of his place of abode; and if necessary vouchers or certificates of his the said *A. B.*'s being living, and of the state and condition of his health from time to time, in order that the said *G. R.* his executors, administrators or assigns (if he or they shall think it requisite or necessary) may insure the life of him the said *A. B.* for the better and more effectual securing to him and them, the said annuity or yearly sum of 10*l.* in the said bond above mentioned, and further, shall and will

Power of attorney to receive the same from the agent.

Covenant that in case the annuitants being preferred will assign his then pay upon the like trusts,

And empower the grantee of the annuity to receive the same.

And from time to time to appear at any insurance office in *London* or *Westminster*.

And transmit a certificate according to the form used at the pay-office.

transmit

And that if he leaves the kingdom, the assignee of the pay may deduct any additional assurance incurred by reason thereof.

And that he will not exchange without notice, without the privity of the assignee.

transmit (within twenty days after any one of the said half yearly payments of the said salary or half pay shall become due) a certificate in the form prescribed by the pay office, of his the said *A. B.*'s being living and not in the receipt of any other salary or emolument from government; and further that in case the said *A. B.* by virtue of any commission, post, place, salary or pay he may be preferred to, shall, at any time hereafter, be obliged to leave this kingdom, whereby and by means whereof the said *G. R.* his executors, administrators or assigns, shall be put to any extraordinary expences by insuring of the life of him the said *A. B.* then that he the said *G. R.* his executors, administrators or assigns, shall and may retain, take and deduct out of the salary, place, post or office of him the said *A. B.* which he shall then have or be entitled unto, all such extraordinary expences as he the said *G. R.* his executors, administrators or assigns, shall be put to in respect thereof. *lastly*, that he the said *A. B.* shall not nor will at any time hereafter bargain, sell, assign, resign, or in any other manner incumber or depose with his commission and pay as such captain as aforesaid, or remove or exchange into any other regiment, place, post or office whatsoever without the privity licence and consent of the said *G. R.* his executors, administrators and assigns, in writing under his or their hands for the purpose first had and obtained. *In witness, &c.*

J. J. P.

Assignment of an Annuity secured upon the Pay of a Lieutenant, with collateral Security by Bond.

Parties.

Recital of an indenture of assignment of pay as a lieutenant in the navy.

THIS INDENTURE, made the 20th day of *January*, in the 34th year of the reign, &c. and in the year of our Lord 1784, Between *A. B.* late of the parish of *St. Andrew Holbourn*, in the county of *Middlesex*, and now of *Argyle-Street*, in the parish of *St. George Hanover-Square*, in the same county, esq; and *C.* his wife, of the one part, and *D. E.* of *Portland-Street*, in the said county of *Middlesex*, esq; of the other part, *Whereas* in and by a certain indenture bearing date the 1st day of *April*, which was in the year of our Lord 1778, and made and mentioned to be made Between *F. G.* of *Mary-le-bonne-street*, *Golden-Square*, in the parish of *St. James Westminster*, in the county of *Middlesex*, esq; then late a lieutenant in his majesty's ship the *Bombay*, of the one part, and the said *A. B.* and *C.* his wife of the other part, recited that the said *A. B.* and *C.* his wife, had agreed with the said *F. G.* for the purchase of an annuity or yearly sum of 40*l.* of lawful money of *Great Britain*, during the life of the said *F. G.* for the price of 2000*l.* and reciting that the said *F. G.* for the better securing the payments of the said annuity to the said *A. B.* and *C.* his wife, during the life of the said *F. G.* as aforesaid, had agreed to assign to the said *A. B.* and *C.* his wife, all such half-pay, arrears of pay, and salary and subsistence money and other income whatsoever, as was then due or should become due to him as a lieutenant in the navy or otherwise howsoever. *And also* reciting that for the further securing the payments of the said annuity, the said *F. G.* together with *H. C.* of *Portsmouth*, in the county of *Southampton*, esq; admiral in his majesty's navy, had entered into a bond or obligation bearing even date therewith, with a warrant

attorney

attorney to confess judgment thereon, in the penal sum of 480*l.* conditioned for the payment by the said *F. G.* his heirs, executors or administrators, unto the said *A. B.* and *C.* his wife or the survivor of them, or her executors, administrators or assigns, of the said annuity or clear yearly sum of 40*l.* in manner and at times therein mentioned, during the life of the said *F. G.* *It is thereby witnessed,* That for the consideration therein mentioned, he the said *F. G.* did bargain, sell, assign, transfer, and set over unto the said *A. B.* and *C.* his wife and the survivor of them, their and each of their executors, administrators and assigns, all such pay, or half-pay, arrears of pay, salary, subsistence money and income, as was then due or should grow due unto the said *F. G.* as a lieutenant in the navy, or otherwise howsoever, and all his right, title and interest, claim and demand whatsoever, of in and to the same, to hold, perceive, receive, and take the same unto the said *A. B.* and *C.* his wife and the survivor of them, their and each of their executors, administrators and assigns, for and during the natural life of the said *F. G.* as their own proper monies, and for their sole use and benefit. And the said *F. G.* did thereupon appoint the said *A. B.* and *C.* his wife, his true and lawful attorney and attornies, irrevocable for him and in his name or in their name, but for the sole use and benefit of the said *A. B.* and his wife, to ask, demand, and receive of and from *W. K.* of *Market-House*, in the said county of *Middlesex*, esq. the then and agent of the said *F. G.* and of and from such person or persons as the said *F. G.* should from time to time appoint his agent, or from whomsoever also it might concern the said annuity or any sum of 40*l.* half-pay, thereby sold and assigned, as the same should from time to time become monthly or otherwise due and payable, and to give receipts and discharges for the same in his name, thereby ratifying all and whatsoever the said *A. B.* and *C.* his wife, their executors, administrators or assigns, should lawfully do or cause to be done in the premisses by virtue thereof. And the said *F. G.* did thereby covenant for himself his heirs, executors, and administrators, with the said *A. B.* and *C.* his wife, their executors, administrators and assigns, that in case the said *F. G.* should at any time or times thereafter be removed or promoted to any place or office, civil or military, whereby or by reason or means whereof the said indenture or any part of the security given for the purpose thereof, should cease or determine, that then the said *F. G.* within one month after such removal or promotion to such place or office, and as often as the same should happen, should by good and sufficient assurances in the law, and at his own proper costs and charges actually secure the payment of the said clear annual sum of 40*l.* during his life, unto the said *A. B.* and *C.* his wife, or the survivor of them, their executors, administrators and assigns, out of the revenue or income of such office, or place to which he should be removed or preferred, as by the said recited indenture, bond and warranty of attorney, relation being thereunto had may more fully and largely appear: *And whereas* the said *D. E.* hath contracted and agreed to and with the said *A. B.* and *C.* his wife, for the purchase of the said annuity or clear yearly sum of 40*l.* at or for the price or sum of 280*l.* *Now this Indenture witnesseth,* That in consideration of the sum of 280*l.* of lawful money of *Great-Britain*, to the said *A. B.*

And of power of attorney to receive the same,

and that the assignor did thereby covenant on removal or preferment, to secure the same sum of 40*l.* a-year, on the revenue or income he should receive in consequence of such preferment.

Nature of the contract for sale of the said annuity. Consideration.

Transfer.

and

Covenant for
quiet enjoy-
ment.

Free from
incumbrances.

For further
assurance.

and C. his wife, or one of them, in hand paid by the said D. E. upon or before the sealing and delivery hereof, the receipt whereof the said A. B. and C. his wife do hereby acknowledge, and thereof and therefrom do acquit and discharge the said D. E. his executors, administrators and assigns, and every of them by these presents, they the said A. B. and C. his wife, have, and each of them hath granted, bargained, sold, assigned and set over, and by these presents do, and each of them doth grant, bargain, sell, assign and set over unto the said D. E. his executors, administrators, and assigns, *All* that the aforesaid annuity or clear yearly sum of 40*l.* of lawful money of *Great-Britain*, so purchased by the said A. B. and C. his wife, of the said F. G. during his natural life as aforesaid, or otherwise howsoever, and also the said recited bond and judgment, and all the benefits thereof respectively, and all sum and sums of money thereby secured or recoverable thereupon, and all powers and remedies whatsoever, for suing out execution upon or otherwise prosecuting the said judgment, and all the estate, right, title, and interest, liberty, benefit and power, use, possession, claim and demand whatsoever, of the said A. B. and C. his wife as well of, in and to the said annuity or clear yearly sum of 40*l.* of, in and to such half-pay, and other the premises hereby assigned or intended so to be and every part thereof respectively; and also all and all manner of benefit and advantage whatsoever, which can, shall, or may arise or accrue to the said A. B. and C. his wife, to receive the said annuity of 40*l.* of and from the present or any future agent of the said F. G. *To have and to hold*, receive, perceive, take and enjoy the said annuity or clear yearly sum of 40*l.* and all other the premises above mentioned, or intended to be hereby assigned unto the said D. E. his executors, administrators and assigns, from henceforth for and during the term of the life of the said F. G. and in as large, ample and beneficial a manner to all intents and purposes whatsoever, as they the said A. B. and C. his wife, may, can, might, could, should or ought to have had, held and enjoyed the same, if these presents had not been made. *And* the said A. B. for himself and the said C. his wife their heirs, executors and administrators, *Doth* hereby covenant, grant and agree to and with the said D. E. his executors, administrators and assigns, that he the said D. E. his executors, administrators and assigns, shall and may from time to time and at all times during the term of the life of the said F. G. peaceably and quietly have, hold, perceive, receive, and take the said annuity or clear yearly sum of 40*l.* in manner and form aforesaid, according to the true intent and meaning of these presents, without any let, suit, trouble, molestation, discharge, hindrance, forfeiture, interruption or disturbance whatsoever of or by the said A. B. and C. his wife, or either of them, or of or by any other person or persons whatsoever, lawfully claiming the same by, from or under him, her or them, and that the said annuity or clear yearly sum of 40*l.* shall at all times from and after the making hereof, during the term of the life of the said F. G. be, remain and continue unto the said D. E. his executors, administrators and assigns free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by the said A. B. and C. his wife, their heirs, executors, and administrators, or some of them, of and from and against all and every former and other bargains, sales, gifts, grants, assignments, liens, burthens, charges and incumbrances whatsoever, had, made, done, committed,

committed, or suffered by the said *A. B.* and *C.* his wife, or either of them; *And further*, that the said *A. B.* and *C.* his wife, and their respective executors or administrators, shall and will from time to time, during the life of the said *F. G.* at the request and charges of the said *D. E.* his executors, administrators or assigns, make, do and execute all such further assignments and assurances, for the better and more effectual assigning the said annuity of 40*l.* and other the premises hereby assigned unto the said *D. E.* his executors, administrators and assigns, during the term of the life of the said *F. G.* as by the said *D. E.* his executors, administrators and assigns, or his or their counsel in the law shall be reasonably devised, advised or required, so as such further assignments or assurances do not imply or contain any further or more extensive covenants than against the person or persons making the same, and so as he, her or they, for making thereof, are not compelled or expellable to go and travel from his or their dwelling or place of abode. *And lastly*, the said *A. B.* and *C.* his wife, for the consideration aforesaid, and for the better enabling the said *D. E.* his executors, administrators and assigns, to have, obtain, receive and enjoy the said annuity or clear yearly sum of 40*l.* have made, ordained, constituted and appointed, and in their place and stead, put and deputed, and by these presents *Do*, and each and every of them *Doth* make, ordain, constitute and appoint, and in their place and stead, put and depute the said *D. E.* his executors, administrators and assigns, their true and lawful attorney and attornies, irrevocable of or for them the said *A. B.* and *C.* his wife, and every of them, and in his, her or their name or names, but to the proper use and behoof of him the said *D. E.* his executors, administrators and assigns, to ask, demand, and sue for, recover and receive of and from the said *F. G.* and *H. J.* or either of them, their or either of their heirs, executors and administrators, or any of them, and of and from all and every or any other person or persons whom it may concern, the aforesaid annuity or clear yearly sum of 40*l.* so secured to be paid in and by the said recited bond, from the said *F. G.* and *H. J.* to the said *A. B.* and *C.* his wife, and every or any part thereof, and upon non-payment thereof, or of any part thereof, when the same shall become due as in the said recited bond mentioned, to sue forth, bring, commence and prosecute such bill, plaint, or other process either at law or in equity, or elsewhere for the recovery thereof, as he or they shall be advised, and on payment thereof or any part thereof, to give receipts and discharges for the same, and one or more attorney or attornies for the purpose aforesaid, to make and substitute, and at pleasure to revoke, and generally do and act in the premises for the recovering and obtaining of the said annuity or yearly sum of 40*l.* so secured in and by the said recited bond, and other the premises, and every part thereof, as fully and effectually to all intents and purposes as they the said *A. B.* and *C.* his wife, or either of them, might or could have done if actually present, giving and hereby granting unto the said *D. E.* his executors, administrators and assigns, the full and whole power of them the said *A. B.* and *C.* his wife in the premises, hereby ratifying and confirming, and allowing all and whatsoever the said *D. E.* his executors, administrators or assigns, his or their attorney or attornies shall lawfully do or cause to be done in or about the premises by virtue of these presents. *In witness, &c.*

Power of attorney from assignees to receive the same.

J. J. P.

An Assignment of an Annuity granted by Deed and the Arrears thereof, and of the Benefit of a Decree in Chancery expected to be made in Favour of the Annuitant (a Suit being depending on Account of the Deed being fraudulently cancelled) for Payment of a Debt.

Recital of the grant of an annuity,

chargeable on a manor, &c.

Perusal thereof by the grandfather, and custody thereof.

The grandfather's death.

THIS INDENTURE TRIPARTITE made, &c. *Between J. P. of, &c. of the first part, T. P. of, &c. (eldest son and heir of R. P. late of the same place, esq; deceased) of the second part, and R. G. of, &c. of the third part. Whereas by indenture bearing date, &c. and made between T. P. of, &c. (since deceased, grandfather of the said T. P. party hereto,) G. P. of, &c. esq; and W. C. of the Middle Temple, London, esq; of the one part, and the said J. J. party, (by the name and addition of J. P. esq; youngest son of the said T. P.) of the other part; whereby, in consideration of the natural love and affection which the said T. P. had towards his said son, and of 5s. to the said G. P. and W. C. paid by the said J. P. he the said T. P. the grandfather, (and by his direction) the said G. P. and W. C. and each and every of them, Did give and grant unto the said J. P. and his assigns, one annuity or yearly rent-charge of 300l. of, &c. to be issuing and payable out of All that the manor of B. with the rights members and appurtenances in the county of C. and out of, &c. (in which said premisses are therein mentioned to have been (among other things) then lately conveyed unto the said G. P. and W. G. and their heirs,) In trust for the said T. P. the grandfather and his heirs; to have, hold, receive, take and enjoy the said annuity or yearly rent-charge of 300l. unto the said J. P. and his assigns, for and during the term of the natural life of the said J. P. the same annuity to be paid unto the said J. P. or his assigns, by four equal quarterly payments, upon the four most usual feasts or days of payment in the year, free and clear and from all manner of taxes, and that in such manner as in the said indenture is mentioned; the first of which quarterly payments was to be made upon, &c. And it is therein mentioned, that if the said annuity or yearly rent-charge of 300l. or any part thereof, should be behind, &c. in which said indenture is contained a proviso, that the same indenture or any thing therein contained, should not any ways extend to charge the persons of the said T. P. G. P. and W. C. or either of them, by writ or action of Annuity, but only to charge the said manors, &c. and premisses with the yearly rent-charge aforesaid, as by, &c. relation, &c. And whereas the said recited indenture was duly executed by the said T. P. G. P. and W. C. and the same was afterwards so delivered to the said J. P. by virtue whereof he the said J. P. and his assigns during his life, are legally intitled to have and receive the said annuity or yearly rent-charge of 300l. And whereas sometime after the delivery of the same indenture to the said J. P. the said T. P. the grandfather, sent unto the said J. P. and desired that he would send him the same indenture, to the intent only, that he the same T. P. might have the perusal thereof, and also alledging, that it would be safer in his hands, which he the said J. P. in obedience to his father the said T. P.'s desire accordingly sent to him; but the said T. P. the grandfather, soon after dying, viz. on or about, &c. the said recited indenture, being immediately after his death searched for amongst his writings, was found cancelled,*

cancelled; whereupon the said J. P. having applied to his brother the said R. P. (eldest son and heir of the said T. P. the grandfather) to have the said indenture of annuity confirmed, and the arrears thereof paid to him, which not being complied with, he the said J. P. did thereupon prefer and file a bill in the high court of chancery against the said R. P. and others; whereby (after setting forth as therein mentioned) he prays that the said recited deed so cancelled might be confirmed, and that all arrears of the said annuity then due to him might be paid with interest; to which bill the said R. P. appeared, but soon after dying, the then cause abated; since which a bill of revivor has been instituted and brought by the said J. P. for the purposes aforesaid, against his nephew the said T. P. party hereto; to which bill the same J. P. having put in his answer, and publication being past in the present cause, it is expected that the said present cause now pending between the said J. P. and T. P. party hereto, touching the matters aforesaid, will be heard as of or before *Trinity* term now next ensuing; upon hearing whereof it is presumed and hoped by the said J. P. that the said court will be of opinion, and decree a confirmation of the said annuity according to the true intent of the said recited indenture, and also payment of all arrears thereof now due to him the said J. P. together with lawful interest and his cost for and touching the same: *And whereas* the said J. P. together with M. P. esq; by their joint bond or obligation, bearing date, &c. Did become bound unto him the said R. G. in the penal sum of 800*l.* with condition there under written, for the payment of the sum of 934*l.* 18*s.* with lawful interest for the same, unto the said R. G. in such manner as therein is mentioned: *And whereas* the said sum of 934*l.* 18*s.* and interest, not being paid to the said R. G. according to the condition of the said recited bond, he the said R. G. did, in or about *Trinity* term in the 9th year of the reign of his late majesty king *George*, obtain in his majesty's court of common pleas at *Westminster*, judgment on the said bond against the said J. P. for the sum of 1800*l.* (besides costs of suit,) as in and by the said recited bond, and the record of the said judgment, relation being to them respectively made, may more fully appear: *And whereas*, upon an account this day made between them the said J. P. and R. G. it appears there is now due and owing from the said J. P. to the said R. G. by virtue of the said recited bond and judgment, for principal money and interest, costs and otherwise touching the same, in the whole the sum of 1330*l.* which he confessed and hereby acknowledged by him the said J. P. so to be: *And whereas* there is now due and owing to him the said J. P. for arrears on account of the said annuity so granted to him as aforesaid, the sum of 270*l.* or thereabouts, besides interest for the same: *And whereas* he the said J. P. party hereto, not having been in possession of the said manors, &c. and premisses so charged with the said annuity of 300*l.* *per annum*, to the said J. P. as aforesaid, for more than the space of two years now last past, for which reason, he apprehends, he shall not be decreed to pay above two years arrears thereof, with interest for the same: *And whereas*, previous to and before the making and executing of these presents, it was and is hereby mutually agreed by and between them the said J. P. T. P. party, &c. and R. G. in manner as follows, viz. That in case the said sum of 2700*l.* arrears of the said annuity, or any sufficient part thereof, shall by the said court of chancery or otherwise be decreed to be paid to the said J. P. or his assigns by the said

Deed found.
cancelled,
Bill in Chan-
cery, praying
a confirmation
of the cancelled
deed.

Answer and
Publication,
&c.

A bond of J.
P. and M. P.
to R. G. for
payment of
money.

Judgment
thereon.

Principal, in-
terest and costs.

Arrears of an-
nuity to J. P.

Agreement as
to what shall
be decreed,
with relation
to the payment
of the annuity.

Assignment
of arrears of
annuity.

T. P. (party hereto) his heirs, executors or assigns; that then and in such case he the same T. P. his heirs, executors or assigns, shall and will, within one month next after the making of such decree, pay unto the said R. G. his executors, &c. the sum of 600*l.* (together with interest for the same until payment thereof,) in part of his said debt of 1330*l.* so due to him as aforesaid, in such manner as is herein after for that purpose mentioned; and also in case the said T. P. party hereto, his heirs or assigns, shall by the said court of chancery be decreed to pay, or that the said annuity of 300*l.* *per ann* shall any otherwise be confirmed or made payable to the said J. P. or his assigns, during his life; that then and in such case (after payment of the said sum of 600*l.* and interest, out of such arrears in manner aforesaid,) be the said T. P. party hereto, his heirs or assigns, shall from the time of making such decree or other confirmation of the said annuity of 300*l.* *per ann.* or any part thereof, pay the same unto the said R. G. his executors, administrators or assigns, for and during, and until such time only, as the remaining part of the said debt of 1330*l.* so now due to him as aforesaid, together with interest and all charges touching the same, shall be to him and them fully paid and satisfied, and that in such manner as herein after is for that purpose also mentioned: *Now this indenture witnesseth*, that the said J. P. in pursuance and part of performance of his recited agreement, and to the end and intent that the said sum of 600*l.* and interest for the same (in case such decree shall be made by the said court of chancery, or otherwise, for payment of the arrears of the said annuity sufficient for that purpose by the said T. P. party hereto, unto the said J. P. as aforesaid) may by him the said T. P. party hereto, &c. his heirs, executors or assigns, be then forthwith paid to the said R. G. his executors or assigns, in part of the said sum of 1330*l.* so now due to him as aforesaid, and for and in consideration of the sum of 5*s.* of, &c. to the said J. P. in hand paid by the said R. G. at or before the execution hereof, the receipt whereof, &c. and for divers other good, &c. the said J. P. (as far as in him lieth, or that he lawfully may or can) *Have* bargained, sold, assigned, transferred and set over, and by the presents (by and with the consent and approbation of the said T. P. party, testified, &c.) *Doth* hereby clearly and absolutely bargain, sell and assign unto the said R. G. his executors, &c. the full sum of 600*l.* of, &c. together with legal interest for the same, (being part of the before mentioned sum of 2700*l.* arrears, so now due to the said J. P. by virtue of the said annuity so payable to him as aforesaid, (in case such arrears so much thereof as shall be sufficient to pay the said sum of 600*l.* and interest, shall by the said court of chancery or otherwise be decreed to be paid by the said T. P. party hereto, or by his heirs, executors or assigns, to the said J. P. or his assigns, as aforesaid,) and all the right, interest, benefit, property, claim and demand whatsoever or howsoever either at law or in equity of him the said J. P. or of any person or persons in trust for him, of, in or to the said hereby assigned sum of 600*l.* and interest for the same or any part thereof, by virtue of the said hereby before in part recited indenture, or of any such decree to be made by virtue thereof as aforesaid, together with all benefit and advantage whatsoever, or any such decree to be made as aforesaid, touching the said hereby assigned sum of 600*l.* and interest: *To have*, hold, receive, take and enjoy, the said sum of 600*l.* and interest, and all and singular things herein before mentioned and intended to be hereby assigned premises

unto and to and for the only use and benefit of the said R. G. his executors, administrators and assigns, (in part of the said sum of 1330l. so now due to him as aforesaid) from the time of making such decree for evermore, and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as he the said J. P. could or might have received or enjoyed the same, in case these presents had not been made. *And this indenture further witnesseth*, that the said J. P. in further pursuance and performance of his part of the said recited agreement, and to the end and intent, the better to secure payment unto the said R. G. of all, or so much of the said sum of 1330l. so due to the said R. G. as aforesaid, as the said herein before assigned arrears shall not pay and satisfy to him, together with interest for the same, after the rate of 5l. per cent. per ann. and also all charges touching the recovering and receiving of all or any part of the said hereby assigned premises, or of any part or parcel thereof; and also for and in consideration of the sum of 5s. of, £c. to the said J. P. in hand paid by the said R. G. at or before the executing hereof, the receipt of which 5s. and the said debt or sum of 1330l. so now due to the said R. G. as aforesaid, he the said J. P. doth hereby confess and acknowledge, and for divers other good causes, he the said J. P. by and with the like consent and approbation of the said J. P. party, £c. testified as aforesaid, hath, and by these presents, *Doth* freely, clearly and absolutely grant, bargain, sell, alien and assign unto the said R. G. his executors, administrators and assigns, *All* the herein before mentioned annuity or yearly rent-charge of 300l. which was and granted to him the said J. P. in and by the said herein before in part recited indenture, and thereby charged, issuing and payable out of the said manors, messuages, hereditaments and premises, in, to, and upon the said as aforesaid; and all the estate, right, title, interest, property, claim and demand whatsoever or howsoever either at law or in equity of him the said J. P. or of any person or persons in trust for him, of, in, or unto the said hereby granted and assigned annuity or yearly rent-charge, by virtue of the said in part recited indenture, or of any decree or decrees in or order to be made on account or by virtue thereof by the said high court of chancery, or otherwise howsoever, together with all benefit and advantage of distress for the same, in case of non-payment thereof, and all other benefit and advantage whatsoever belonging or in any wise appertaining thereunto; and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever as he the said J. P. could or might have had, received or enjoyed the same, in case these presents had never been made; *To have*, hold, and yearly to receive and take the said hereby granted and assigned annuity or yearly rent charge of 300l. and all benefit and advantage of distress and otherwise for the same, in the manner as aforesaid, (in case the said annuity shall be by any decree of the said court of chancery, or otherwise, confirmed to him the said J. P. or his assigns during his life,) unto the said R. G. his executors, administrators and assigns, from the time of such confirmation of the said annuity, for and during the natural life of him the said J. P. (*Subject nevertheless* to the proviso herein after mentioned, touching the making good of the hereby assigned arrears, annuity and premises, *And* for the better enabling him the said R. G. to receive as well the said hereby assigned sum of 600l. together with interest for the same,) in part of the said debt so due to him as aforesaid, as also of the said hereby assigned annuity for full payment of the residue thereof, with interest and charges,

And of the annuity till the residue of the debt shall be paid.

Appointment to pay the money.

Assignments.

*He the said J. P. Doth hereby direct and appoint the said T. P. party hereto, his heirs, executors, administrators and assigns, within one month next after the making of any such decree for payment of the said arrears to the said J. P. or his assigns as aforesaid, to pay or cause to be paid to the said R. G. his executors, administrators or assigns, the said hereby assigned sum of 600*l.* of lawful money, (together with interest for the same in manner as aforesaid) without any deduction whatsoever; and he the said J. P. doth hereby also further direct and appoint the said T. P. party hereto, his heirs and assigns, (from and immediately after the confirmation of the said annuity, by such decree or otherwise, as aforesaid, unto him the said J. P. or his assigns) to pay or cause to be paid unto the said R. G. his executors, administrators or assigns, the said hereby assigned annuity of 300*l. per annum*, for and during, and until such time only as his whole debt of 1330*l.* so due to him as aforesaid, together with all interest and charges touching the recovering and receiving thereof, shall be to him and them fully paid and satisfied, according to the covenants herein after mentioned for that purpose, and the true intent and meaning of these presents; and that the receipts of the said R. G. his executors, administrators or assigns, to the said T. P. party hereto, his heirs, executors or assigns, shall be as good and sufficient discharges as well for the said sum of 600*l.* and interest, as also for the said annuity of 300*l. per annum*, to be by him so received as aforesaid, as if he the said J. P. had himself signed and given the same: And for the further, better and more effectual enabling him the said R. G. his executors, administrators and assigns, to recover and receive as well the said hereby assigned annuity, as also all the arrears thereof, (*Subject nevertheless to the proviso herein after mentioned touching the same*), He the said J. P. Hath, and by these presents (as far as in him lies, or he can or lawfully may) Doth constitute, authorize and appoint, and in his place and stead put the said R. G. his executors, administrators and assigns, the true and lawful attorney and attornies, irrevocable of him the said J. P. either in his or their own names, or in the name of him the said J. P. at any time from henceforth (in case the said J. P. shall neglect or omit to do the same) to carry on and prosecute to effect the said present cause now depending, or any future cause which shall or may be pending either in the said court of chancery or elsewhere, to the intent to recover and receive the said hereby assigned annuity of 300*l. per annum*, and all arrears thereof in such manner as he or they shall in that behalf be reasonably advised or think fit; And also he the said J. P. doth hereby further authorize and empower the said R. G. his executors, administrators and assigns, to demand and receive of and from the said T. P. party hereto, his heirs, executors and assigns, and also of and from all and every other person and persons whomsoever, who by virtue of any such decree to be made as aforesaid, or otherwise, shall be liable to answer and pay the same, as well the said hereby assigned arrears or sum of 600*l.* and all interest monies to become due for the same, in manner as aforesaid, as also the said hereby assigned annuity of 300*l. per annum*, during the time aforesaid, and upon non-payment of such arrears of 600*l.* and interest for the same in manner aforesaid, then it shall and may be lawful for the said R. G. his executors, administrators or assigns, either in his or their own names, or in the name of the said J. P. to commence any action or suit for the same, and the same to prosecute to effect, for the recovering and receiving thereof, and also upon non-payment of the said*

Letter of attorney (in case of assignor's neglect) to prosecute the cause;

and to receive the premises assigned, &c.

said annuity to make any distress or distresses for the same, and the same to dispose of, as the law in such case directs; and further also, upon recovery and receipt of the said hereby assigned arrears of 600*l*. interest thereof, annuity and premisses, or of any part or parts thereof, proper and sufficient releases or other discharges to give for the same, and also to do all and every such other and further lawful acts and things, as well for the recovering and receiving, as also for the releasing and assigning, and discharging of the said hereby assigned arrears of 600*l*. and interest thereof, annuity and premisses, and that as fully and effectually and absolutely, in as large, ample and beneficial manner to all intents and purposes whatsoever, as if the said *J. P.* had been actually present and done the same. *And finally*, he the said *J. P.* doth hereby give, grant, ratify, confirm and allow, all and whatsoever acts and things he the said *R. G.* his executors, administrators or assigns, shall lawfully do or cause to be done by virtue of these presents, in, about, touching and concerning the said respective hereby assigned premisses, (subject to the proviso herein after mentioned touching and concerning the same.) *And this In-enture also further witnesseth*, That the said *T. P.* party hereto, in pursuance and performance of his part of the herein before recited agreement, *Doth* for himself, *&c.* covenant, *&c.* to and with the said *R. G.* *&c.* by, *&c.* in manner as follows, (that is to say,) That (in case such decree shall be made by the said high court of chancery, or otherwise, for payment of the said arrears of the said annuity to the said *J. P.* or his assigns, in manner as aforesaid,) then, and in such case, he the said *T. P.* party hereto, his, *&c.* (notwithstanding any act, deed, matter or thing whatsoever, already, or any time hereafter to be had, made, done, committed, or wittingly or willingly suffered by the said *J. P.* to the contrary) shall and will within one month next after the making of such decree for payment of the said arrears of the said annuity to the said *J. P.* or his assigns as aforesaid, well and truly pay thereout unto the said *R. G.* his executors, administrators or assigns, the said full sum of 600*l*. lawful money of *Great Britain*, (together with interest for the same from the date hereof, and until full payment thereof, after the rate of *5 per cent. per annum*.) in part of the said debt or sum of 1330*l*. so now due to him as aforesaid; *And* that without making any deduction or payment whatsoever, for taxes, charges or otherwise howsoever, and so that (in case he the said *T. P.* party hereto, his heirs or assigns, shall by the said court of chancery be decreed to pay, or that the said annuity of 300*l per annum*, or any part thereof, shall any otherwise be confirmed or made payable to the said *J. P.* or his assigns, during his life,) then and in such case (after payment of the said 600*l*. and interest, and of such arrears so to be decreed in manner as aforesaid,) *He* the said *T. P.* party hereto, his heirs or assigns, (notwithstanding any such act or thing so to be done by the said *J. P.* as aforesaid,) shall and will from the time of making or pronouncing such decree or other confirmation of the said annuity of 300*l per annum*, or any part thereof, unto the said *J. P.* or his assigns, well and truly pay the same unto the said *R. G.* his executors, administrators or assigns, for and during, and until such time only as so much or the remaining part of the said debt or sum of 1330*l*. as shall then appear due to the said *R. G.* his executors or assigns, together with interest for the same, to be computed from the date hereof, after the rate aforesaid, until payment thereof, and together with all his and their reasonable costs, charges and expences touching and costs.

Covenant to pay part of the debt on the decree of the arrears.

And the remainder of the debt,

Proviso to
make void
these presents
on payment.

Satisfaction to
be acknow-
ledged on re-
cord, and bond
assigned or
cancelled.

Covenant
that the as-
signee has done
no act to in-
cumber the
annuity and
arrears,

or any ways relating or concerning the recovering and receiving of the herein before mentioned annuity and arrears thereof, or of any part thereof, by virtue of any power hereby given, shall be to him and them fully paid and satisfied, together with like interest, according to the true intent and meaning of these presents. *Provided* always, *And* these presents are upon this condition nevertheless, *And* it is hereby agreed and declared, by and between all the parties hereunto, and the true intent and meaning of them and of these presents, is and are, that if and in case such decree shall be made by the said court of chancery or otherwise, for payment of the arrears of the said annuity, or any part thereof, and that if the said annuity of 300*l.* *per annum*, or any part thereof, shall by such decree or otherwise be confirmed unto the said *J. P.* or his assigns, during his life as aforesaid; that then and in such case, if he the said *T. P.* party hereto, his executors administrators or assigns, (by virtue of the direction aforesaid) shall and do pay unto the said *R. G.* his executors, administrators and assigns, the said hereby assigned sum of 600*l.* with interest, in manner as aforesaid, (in part of the said debt of 1330*l.* so due to him as aforesaid,) and also that then and in such case, if he the same *T. P.* his heirs or assigns shall and do well and truly pay or cause to be paid the said herein before assigned annuity unto him the said *R. G.* his executors, administrators or assigns, for and during, and until such time only, as so much of the residue of the said debt or sum of 1330*l.* or any part thereof, shall then appear to be due to the said *R. G.* his executors, administrators or assigns, together with such interest, and together also with all his and their costs and charges, touching the recovering and receipt thereof, in such manner as is herein before mentioned and expressed concerning the same; *Or if* and in case he the said *J. P.* or his assigns at any time, either before or after the making such decree or otherwise for payment of the said arrears, and confirmation of the said annuity or any part thereof to him or them in manner aforesaid, shall and do, well and truly pay or cause to be paid unto the said *R. G.* his executors administrators or assigns, as well the said sum of 1330*l.* as also all such interest, costs and charges in such manner as aforesaid, or of so much of the said sum, interest and charges, as shall at any time then after remain and appear to be due to him and them; that then and from thenceforth, in any or either of the cases aforesaid, these presents, and every grant, article, covenant, direction, agreement, matter and thing herein contained shall be truly void, null, and of no effect; *And* then also, he the said *R. G.* his executors, administrators or assigns, at the request, costs and charges of the said *J. P.* his executors, administrators or assigns, shall and will acknowledge satisfaction upon the record of the herein before mentioned judgment, and also assign the herein before recited bond to the said *J. P.* his executors, administrators or assigns, or else deliver up the said bond to him or them to be cancelled, any thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said *J. P.* for himself, *&c.* Doth covenant, *&c.* to and with the said *R. G.* his, *&c.* by, *&c.* in manner as follows, (that is to say,) That he the said *J. P.* hath not at any time heretofore made, done, committed, executed, or wittingly or willingly suffered, nor shall, or will at any time hereafter do, commit, execute, or wittingly or willingly suffer any act, matter or thing whatsoever, whereby, wherewith, or by reason or means whereof the said here by assigned arrears of 600*l.* interest annuity

annuity and premises, or any part or parts thereof, are or is, or shall or may be in any wise prejudiced, assigned, released, discharged or incumbered in title, estate, or in any other matter howsoever; *And also* that he the said J. P. his executors or administrators, shall not nor will at any time receive any part of the hereby assigned annuity and arrears of 600*l.* or interest thereof, nor revoke or make void the above mentioned letter of attorney, or any power or authority hereby given, until such time as the said sum of 1330*l.* together with all interest, costs and charges touching the recovery and receipt thereof in manner as aforesaid, shall be fully paid and satisfied to the said R. G. his executors, administrators and assigns, according to the true intent and meaning of these presents; *And further also*, That until such time as full payment shall be made to the said R. G. his executors and assigns, of the said sum of 1330*l.* together with all interest, costs and charges touching the recovering and receiving thereof in manner as aforesaid, it shall and may be lawful to and for the said R. G. his executors, administrators and assigns, (from the time of confirmation of the said annuity by such decree or otherwise, unto the said J. P. as aforesaid,) during the life of the said J. P. peaceably and quietly to have, hold, receive, take and enjoy the said hereby assigned annuity, without any suit, trouble or interruption, of, or by him the said J. P. or his assigns, or of or by any other person or persons whatsoever lawfully claiming or to claim the same, by, from, or under him, them, or any of them; *And lastly*, That he the said J. P. and his assigns during his life, shall and will at any time or times hereafter, upon the reasonable request of the said R. G. his executors or assigns, (but at the costs and charges of the said J. P.) until such time only as the said sum of 1330*l.* together with all interest, costs and charges touching the recovery and receipt thereof as aforesaid, shall be to him and them fully paid and satisfied, according to the true intent and meaning of these presents, make, do and execute, or cause and procure to be made, done, and executed, all and every such farther and other lawful and reasonable act and acts, thing and things in the law whatsoever, as well for the corroborating and strengthening of these presents, as also for the further and better assigning of the said hereby assigned arrears of 600*l.* interest, annuity and premises, (*Subject nevertheless* to the proviso herein before mentioned touching the same,) unto the said R. G. his executors, administrators and assigns, for and during the life of him the said J. P. or by his or their counsel, &c. shall in that behalf be reasonably devised, &c. *In witness, &c.*

nor will receive any part thereof, nor revoke the said letter of attorney, &c. till the whole debt is paid, and that the assignee shall peaceably enjoy said annuity.

Further assurance.

An Assignment of an Annuity for Life given by Will to the Assignee for Life.

THIS INDENTURE made, &c. BETWEEN E. M. of ——— Recital of a
of the one part, and J. A. of ——— of the other part, witness will.
That whereas M. M. late of ———, deceased, did by his last will and testament in writing, give, grant, devise and bequeath unto the said E. M. one annuity, yearly sum or annual rent-charge of 40*l.* of good, &c. to be issuing, payable, and yearly going out of all and every the manors, messuages, lands, tenements and hereditaments of the said M. M. whatsoever, and wheresoever the same lie, and to be

Assignments.

be paid yearly and every year, from and after his decease, unto the said *E. M.* for and during the natural life of the said *E. M.* with a power of distress to and for the said *E. M.* for non-payment thereof, or for any part or parcel thereof, as in and by the same last will and testament; relation being thereunto had, may more fully appear; which said annuity, annual sum, or yearly rent-charge of 40*l.* hath ever since the death of the said *M. M.* been satisfied and paid unto him the said *E. M.* according to the tenor, purport, and true intent and meaning of the said will: *Now this Indenture witnesseth*, That the said *E. M.* for and in consideration of the sum of ———, unto him in hand paid by the said *J. A.* before the sealing and delivering hereof, the receipt whereof the said *E. M.* doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said *J. A.* his executors, &c. and every of them, by these presents; and also for divers other good causes and considerations him thereunto moving, he the said *E. M.* hath granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth*, &c. unto the said *J. A.* and his assigns, *All* and every the aforesaid yearly sum or annual rent-charge of 40*l.* of good, &c. and all the estate, right title, interest, liberty, benefit and power of distress and distresses, use, possession, claim and demand whatsoever, which he the said *E. M.* now hath, or may, or in any wise ought to have of, in, or unto, or for the said annuity or yearly sum or rent-charge of 40*l.* before mentioned; *To have and to hold*, receive, perceive, enjoy and take the said annuity or yearly sum or annual rent-charge of 40*l.* and all the estate, right, title and interest, liberty, benefit and power of distress and distresses, use, possession, claim and demand whatsoever of him the said *E. M.* of, in, and upon the said annual rent of 40*l.* and of, in, and unto every part and parcel thereof as aforesaid, unto the said *J. A.* and his assigns, immediately from and after the making of these presents, for and during all the term and time of the natural life of the said *E. M.* and in as large, ample, and beneficial a manner to all intents and purposes, as he the said *E. M.* may, can, might, could, should, or ought to have or enjoy the same annuity, yearly sum, or annual rent-charge of 40*l.* (*Add a covenant for peaceable receiving, &c. the annuity, and that it is free from incumbrances. Vide before, and Till Covenants.*) *In witness, &c.*

An absolute Assignment of the fourth Part of two Annuities given by Will, from the Son of one of the Daughters and Co-heiresses of the Legatee.

Recital of a will.

THIS INDENTURE made, &c. 1690, BETWEEN *J. D.* of the one part, and *H. H.* of, &c. and *R. S.* of, &c. of the other part. *Whereas* *J. H.* of, &c. did, in and by his last will and testament under his hand and seal bearing date, &c. give and bequeath unto his cousin *M. H.* one yearly annuity of 10*l.* of lawful, &c. to be issuing and payable out of all his lands, tenements, and hereditaments in, &c. *To have, hold, receive, take* and enjoy the said annuity of 10*l.* unto the said *M. H.* and to the heirs of her body, lawfully to be begotten; and for default of such issue, to the heirs of the body of his cousin *E. V.* sister of the said *M. H.* and also did, in and by the said last will and testament, give and bequeath out of the said lands, tenements and hereditaments, unto the said *E. V.* and to the heirs of her body lawfully

fully to be begotten, one other yearly annuity of 10*l.* of lawful, &c. and for default of such issue, to the heirs of the body of the said M. H. lawfully begotten; as by the said will, relation being thereunto had, more at large appears: *And whereas* some time after the making of the said will the said J. H. died: *And* the said M. H. intermarried with T. S. and afterwards died, leaving four daughters and co-heiresses, one whereof was Jane deceased, who was married to D. father of the said J. D. party to these presents, and was mother to the said J. D. who is son and heir to said Jane, by virtue whereof he is intitled to a fourth part and share of the said annuity or rent-charge of 10*l.* per ann. in possession, and to a fourth part and share of the said annuity of 10*l.* per ann. in remainder or reversion, after the death of the said E. V. without heirs of her body, which said E. V. is now E. B. widow: *Now this Indenture witnesseth*, That for and in consideration of the sum of 60*l.* of lawful money, &c. to the said J. D. in hand, &c. well and truly paid by the said H. H. and R. S. the receipt, &c. he the said J. D. Hath granted, bargained, sold, assigned, transferred and set over, and by these presents Doth grant, &c. unto the said H. H. and R. S. their heirs and assigns, All that the said fourth part, share and proportion, and every part, proportion and share of him the said J. D. of, or in the said two several annuities or rent-charges of 10*l.* per ann. in possession, and of 10*l.* per ann. in remainder or reversion after the death of the said E. B. without heirs of her body, issuing and going out of the lands, tenements and hereditaments before mentioned, and also all the estate, right, title, interest, claim and demand of him the said J. D. as son and heir of the said Jane, one of the daughters and co-heiresses of the said M. H. deceased, of, in, and to the said two several annuities or rent-charges, or either of them, or any other annuity or rent-charge, by force, virtue and means of the last will and testament of the said J. H. deceased, or otherwise howsoever, together with the benefit and advantage of distress for the same, and all other benefits and advantages to the said annuity or rent-charge belonging, or in any wise appertaining, in as large and beneficial manner as he the said J. D. could or might have enjoyed the same, had these presents never been made; To have, hold, and yearly receive the said fourth part, share, proportion, and all and every other the part, proportion and share of him the said J. D. of, in, and to the said two several annuities or rent-charges of 10*l.* per ann. in possession, and 10*l.* per ann. in remainder or reversion after the death of the said E. B. without heir of her body, unto the said H. H. and R. S. their heirs and assigns, to the only use and behoof of them the said H. H. and R. S. their heirs and assigns for ever: *And whereas* the said J. D. did in Hilary term last past, levy and acknowledge in due form of law, before his majesty's justices of the court of common pleas at Westminster, unto the said H. H. and R. S. and the heirs of one of them, one fine sur consueance de droit come ceo, &c. with proclamations thereupon had, or intended to be had, according to the statute in that case made and provided, and the usual course of fines in such case used, of all his part, share and proportion of the said two several annuities or rent-charges of 10*l.* per ann. in possession, and 10*l.* per ann. in reversion or remainder after the death of the said E. B. without issue, by the name of 5*s.* rent issuing out of seven houses in the parish of St. Nicholas Cole-abbey, alias Golden-abbey, in London, or by some other name, certainty or description: *Now this Indenture further witnesseth*, and the said J. D. for himself and his heirs, doth hereby

Testator's death.
Legatee's marriage, and issue four daughters, one the re-leaseor's mother, under whom he claims a fourth part of the annuities.
Consideration.
Assignment.
Parcels.
Habendum.
Recital of a fine levied.
Declaration of the uses thereof.

Covenants.

Right to sell.

Peaceable
enjoyments.Further assu-
rance.

by acknowledge and declare, that the true intent and meaning of the said fine was, at the time of the levying thereof, and still is, and it is by these presents, and by all the said parties hereunto declared, that the said fine, and all effects thereof, and all other fine and fines heretofore levied and acknowledged, or hereafter to be levied and acknowledged by the said J. D. of his said part and share, parts and shares of the said two several annuities or rent-charges in possession and remainder or reversion shall be and enure, and shall be construed and taken to have been, and from the levying thereof to be and enure to the only use and behoof of the said H. H. and R. S. their heirs and assigns for ever, and to no other use, intent or purpose whatsoever. *And* the said J. D. for himself, his heirs, executors and administrators doth covenant, &c. in manner and form following, *viz.* That he the said J. D. hath in himself good right, full power, and lawful and absolute authority to grant, bargain and sell, the said fourth part and share parts and shares of the said two several annuities or rent-charges unto the said H. H. and R. S. and their heirs, according to the true intent and meaning of these presents; *And* that they the said H. H. and R. S. their heirs and assigns, shall and may peaceably and quietly have, hold, receive and enjoy the said fourth part and share parts and shares of the said two several annuities or rent-charges, without any lawful let, eviction, interruption or disturbance, of or by him the said J. D. his heirs, executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title or interest in and to the said fourth part and share parts and shares hereby granted, or intended to be hereby granted of the said two several annuities or rent-charges, or either of them; *And also* that he the said J. D. and his heirs, shall and will at the request, costs and charges of the said H. H. and R. S. their heirs or assigns, at any time within the space of 10 years next ensuing the date of these presents, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, &c. all and every such further and other lawful and reasonable act and acts, devises, assurances and conveyances in the law whatsoever for the further and better conveying and assuring the said fourth part and share, parts and shares of the said two several annuities or rent-charges unto and to the use of them the said H. H. and R. S. their heirs and assigns, according to the true intent and meaning of these presents, as by the said H. H. and R. S. their heirs and assigns, their or any of their counsel in the law, shall be reasonably devised, advised or required; and so as no person or persons for doing or suffering thereof be compellable to travel further than the cities of London or Westminster. *In witness* whereof, &c.

An Assignment of two Annuities granted to a Man by Fine sur Grant and Render, with proper Covenants.

Recital of
fine sur grant
and render.

THIS INDENTURE made, &c. *Between* W. G. of, &c. of the one part, and R. P. of, &c. of the other part, *Witnesseth*, That *whereas* W. H. of, &c. and M. his wife, by one fine sur grant and render levied before his majesty's justices of his common bench at Westminster in the term of, &c. *Between* the said W. and M. plaintiffs, and J. F. esq; and B. his wife, the said W. G. and E. his wife, defendants, the said W. H. and M. his wife, did grant to the said W. G.

a certain

a certain yearly rent of 6*l.* issuing out of one messuage and one shop with the appurtenances in *W.* in the parish of, *Ec.* in the tenure and occupation of *R. P.* and the same in the said court did render to the said *W. G.* to have and perceive the said annual rent of 6*l.* to the said *W. G.* and his heirs, at the feasts of, *Ec.* by equal portions yearly to be paid ; and if it happen the said yearly rent of 6*l.* or any part thereof, to be behind in part or in all, after any of the feasts aforesaid, in which it ought to be paid by the space of 40 days if it be asked, that then the said *W. H.* and *M.* and the heirs of the same *W.* shall forfeit to the said *W. G.* and his heirs 10*s.* in the name of a pain, so often as the said yearly rent of 6*l.* or any parcel thereof shall be so behind ; and that then and so often it shall be lawful to the said *W. G.* and his heirs into the said messuage and shop with the appurtenances to enter and distrain, and the distress so there taken lawfully to carry and drive away, and with him to keep until he shall be so satisfied and paid as well the said yearly rent of, *Ec.* with the arrearages thereof, (if any shall be,) as of the said 10*s.* forfeited in the name of pain : *And also* the said *W. H.* and *M.* did likewise grant by the same fine to the said *W. M.* one other yearly rent of 9*l.* 13*s.* 4*d.* going out of the messuage, and one shop with the appurtenances in *W.* in the said parish of, *Ec.* in the tenure or occupation of *T. B.* and the same did render, *Ec.* to have, *Ec.* *And if it happen, Ec. (a nomine penae of 10*s.* &c. and a distress, &c.) And also* the said *W. H.* and *M.* did grant to the above named *J. F.* and *B.* a certain yearly rent of 8*l.* issuing out of two other messuages and three shops with the appurtenances in *W.* and *W.* in the parish of, *Ec.* in the several tenures of, *Ec.* and the same to them did render in the said court, to have, *Ec.* (*nomine penae, and distress ut supra, &c.*) as by the said fine reference being thereunto had amongst other things therein contained more plainly will appear : *Now* the said *W. G.* for and in consideration of the sum of, *Ec.* *Heab* bargained, sold, assigned, transferred and set over, and by, *Ec.* *Doth* bargain, sell, assign, transfer and set over to the said *R. P.* and his heirs for ever, all the said three several yearly rents issuing out of the said several messuages and shops, and all and every the pain and pains to be forfeited for non-payment of the said several yearly rents aforesaid, and of every of them ; *To have, hold, perceive, receive, take and enjoy* all and every the said yearly rents at the said several before mentioned feasts, as the same rents shall grow due and payable, and also the said pain and pains to be forfeited for non-payment of the said yearly rents, or any of them, unto the said *R.* his heirs and assigns for ever, to and for the only use of the said *R.* and of his heirs and assigns for ever ; *And* the said *W. G.* doth covenant, *Ec.* that he the said *W. G.* and his heirs, shall and will acquit and discharge, or otherwise from time to time save and keep harmless as well the said *R.* his heirs and assigns as the said several yearly rents, and every of them, of and from all and singular former bargains, *Ec.* had, made, done or procured by the said *W.* or by his consent, knowledge or procurement ; *And further,* That he the said *W.* and the said *E.* his wife, and the heirs of the same *W.* and all and every other person and persons, having or which shall have or lawfully claim to have any former estate, right, title or interest, in or to the said several yearly rents, or any of them, or any part of the said several yearly rents, by, from or under the estate of the said *W.* from time to time, upon the reasonable request within five years next coming, and at the costs and charges said *R.* his, *Ec.* shall and

And the rent granted thereby, with *nomine penae* and distress.

Another rent granted thereby, with like remedy for gaining thereof.

Consideration. Assignment of the rents, and remedies for non-payment.

Habendum.

Covenant to save harmless from incumbrances.

For further assurance.

And quiet enjoyment.

and will do, make, acknowledge and suffer, and cause, &c. all and every such further, lawful and reasonable act or acts, thing and things, for the further or better surety, assurance and sure making of the said several yearly rents, and every of them, and the pain and pains to be forfeited as aforesaid, to be had and made to the said R. his, &c. to his, and their own use and uses for ever, as by the said R. shall be lawfully and reasonably devised, advised and required; *And further*, that he the said R. his, &c. from henceforth for ever shall or lawfully may have, take, receive and enjoy the said several yearly rents, and every of them, and all and every pain and pains which shall happen to be forfeited as aforesaid, without any let, trouble or interruption of the said W. or his heirs, and without any lawful let, trouble, interruption or molestation of any other person or persons, having or which shall have any estate or interest in or to the said several yearly rents, or any of them, by or from the said W. G. or by or under his estate or interest. *In witness, &c.*

An Assignment of an Annuity granted by way of Mortgage, and a Judgment given for the better securing thereof by a Trustee, and a Confirmation thereof by an Executor, another Trustee, in Trust for better securing a Sum of Money lent on a Mortgage.

Recital of the grant of the annuity by way of mortgage.

THIS INDENTURE *quincupartite*, made, &c. *Between* A. B. of, &c. of the first part, C. D. of, &c. the only acting executor of the last will and testament of D. B. late of, &c. deceased, of the second part, E. F. of, &c. of the third part, G. H. of, &c. of the fourth part, and J. K. of, &c. of the fifth part. *Whereas* by indenture bearing date, &c. and made or mentioned to be made between the said J. K. of the one part, and the said A. B. by the name of, &c. of the other part, for the consideration of 1100*l.* therein mentioned to be paid by the said A. B. to the said J. K. he the said J. K. did give and grant unto the said A. B. his, &c. one annuity or yearly rent-charge of 200*l.* of, &c. issuing and going out of all those messuages, &c. of him the said J. K. situate, &c. and out of all other the messuages, &c. whatsoever of him the said J. K. in, &c. *To have*, &c. the said annuity or yearly rent-charge of 200*l.* free, &c. unto the said A. B. his, &c. for and during the term of 99 years from thenceforth, &c. if the said J. K. and A. B. do and shall jointly so long live, to be paid by equal quarterly payments, that is to say, at, &c. at or in the common dining-hall of the *Inner-Temple, London*; the first payment thereof to begin and be made at the said feast of, &c. next ensuing the date thereof; and if it should happen that the said annuity or yearly rent of 200*l.* to be behind, &c. (*clause of distress*) in which indenture is contained a proviso, that in case the said J. K. should at any time after one year from the date thereof be minded or desirous to determine and make void the said term, and should give six months notice in writing to the said A. B. that then and in such case, on re payment of the said 1100*l.* and discharging the arrears of the said annuity, and the said annuity, unto the next quarter day, unto the said A. B. or his assigns, the said term of 99 years should cease and be void, as by, &c. relation, &c. *And whereas* the said sum of 1100*l.* so as aforesaid paid to the said J. K. was the proper money of the said D. B. and the name of the said A. B. was used in the same indenture only, in trust for the said D. B.

Proviso to make the annuity void on re-payment of the consideration money.

The money paid for granting the annuity was

And whereas the said *D. B.* is since dead, having first made and duly published his last will and testament, and appointed *L. M.* and the said *C. D.* executors thereof, which said *C. D.* has alone proved the said will, and taken upon himself the burden and execution thereof: *And whereas* the said *J. K.* did in — term in the said year of our Lord — confess or suffer judgment to the said *A. B.* in his majesty's court of — for 2000*l.* debt, besides costs of suit, which is defeasanced to be for the better securing the payment of the said annuity or yearly rent-charge of 200*l.* *Now this indenture witnesseth*, That for and in consideration of the sum of 1400*l.* 2*s.* 2*d.* being in full of all arrears of the said annuity and of the said 1100*l.* and interest by the said *G. H.* and of 5*s.* by the said *E. F.* to the said *C. D.* and of 5*s.* a-piece by the said *E. F.* and *G. H.* to the said *A. B.* at, &c. the receipt of which said several sums of 1400*l.* 2*s.* 2*d.* 5*s.* 5*s.* and 5*s.* they the said *C. D.* and *A. B.* do hereby respectively acknowledge, and thereof, &c. the said *G. H.* and *E. F.* their, &c. be the said *A. B.* by the special order and direction of the said *G. H.* and by the consent and approbation of the said *C. D.* and the said *J. K.* testified, &c. *Hath* assigned, transferred and set over, given and granted, and by these presents *Doth* assign, &c. unto the said *E. F.* his, &c. the said annuity or yearly rent-charge of 200*l.* of, &c. issuing and going, and to be issuing out of all the messuages, &c. in the above recited indenture of grant mentioned, together with the said recited indenture, and all the benefit and advantage thereof, or which can or may be made thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said *A. B.* of, in, to and out of the same, together with the said judgment, and all money thereon due and recoverable, and all the benefit and advantage that can or may be made thereof, with full power to sue for and recover the same: *And* the said *C. D.* doth hereby ratify and confirm unto the said *E. F.* his, &c. the said annuity or yearly rent-charge of 200*l.* of, &c. and also the said deed or grant herein above recited, and all the benefit thereof; *To have and to hold*, receive; perceive and take the said annuity or yearly rent-charge of 200*l.* free and clear of and from all and all manner of taxes, charges, impositions and deductions whatsoever, imposed or to be imposed by authority of parliament, or otherwise howsoever, unto the said *E. F.* his, &c. together with the said judgment and benefit thereof; *In trust nevertheless* for the said *G. H.* his, &c. *And* the better to secure the payment of the sum of 8000*l.* and interest, advanced by the said *G. H.* to the said *J. K.* upon a deed of mortgage of the said premisses, bearing even date with these presents, and made between the said *J. K.* and *L.* his wife of the one part, and the said *G. H.* of the other part; *And* the said *A. B.* for himself, his, &c. (Covenant that no act is done to incumber. See before.) (In witness, &c.

That a judgment is confessed for better securing the said annuity.

Grant,

Power to sue-

Confirmation:

Habendum.

In trust.

A common Assignment of Exchequer Annuities, Orders and Tallies.

TO ALL, &c. *L. L.* of, &c. sends greeting. *Know ye*, That for and in consideration of the sum of — — — *l.* of, &c. to the said *J. L.* at, &c. by *A. A.* of, &c. well and truly paid, the receipt, &c. *He* the said *J. L.* *Hath* bargained, sold, transferred and set over, and by these presents *Doth*, &c. unto the said *A. A.* several orders bearing date, &c.

£c. made unto and in the name of the said J. L. by virtue and in pursuance of an act of parliament passed in the ——— year of the reign of, £c. intituled, £c. in consideration of the respective sums therein mentioned, paid by the said J. L. into the receipt of his majesty's exchequer for the same, which said orders are of the several numbers, and for the several annuities or yearly sums, payable by four equal quarterly payments for the term of 32 years, to be computed from the, £c. as follows, viz. one number, £c. together with the several tallies made and struck for the purchase-money of the said respective annuities, and of every of them; and also the said several annuities or yearly sums payable by or upon the said orders respectively during the residue of the said term of 32 years; and all the benefits arising thereby, and by any of them, and all the estate, right, title and interest, property, claim and demand whatsoever of him the said J. L. of, in and to the said several orders, tallies and annuities aforesaid, and every of them, in any manner of wise; To have, hold, receive and enjoy the said several annuities, and every of them, and every part thereof, unto the said A. A. her executors, administrators and assigns, to her and their own proper use and uses for and during the rest and residue of the said term of 32 years yet to come and unexpired, free and clear of all charges and incumbrances made, done or committed by him the said J. L. or by any other person or persons whatsoever. *In witness, &c.*

An absolute Assignment of three Exchequer Annuities for 99 Years, payable out of Duties granted by Act of Parliament.

Recital of an act of parliament.

Establishing a fund for payment of annuities, &c.

TO ALL PEOPLE, &c. I J. P. of, £c. send, greeting. *Whereas* by virtue of an act of parliament made in the fourth year of the reign of queen Ann, intituled, an act for continuing the duties on low wines and spirits of the first extraction, and the duties payable by hawkers, pedlars and petty chapmen, and part of the duties on stamp'd vellum, parchment and paper, and the late duties on sweets, and the one third subsidy of tonnage and poundage, and for settling and establishing a fund thereby, and by the application of certain overplus monies and otherwise for payment of annuities, to be sold for raising a further supply to her majesty for the supply of the year 1707, and other uses therein expressed; and by virtue of 12 several tallies and three several orders, levied and made out at the receipt of her majesty's exchequer, according to the antient and accustomed usage of the said receipt of exchequer, I the said J. P. in consideration of the several sums of money mentioned to be paid by me in the said several orders, am intituled to receive out of the several duties granted by the said act of parliament, or otherwise, three several annuities or yearly sums, making together 50*l. per annum*, by quarterly payments, for and during and until the full term and expiration of 99 years commencing from the 25th day of *March* 1707, therein mentioned, as in and by the said several exchequer orders is directed, that is to say, by one order bearing date the 7th day of *November* 1707, No. 1758, the yearly sum of 10*l.* by one other order bearing date the said 7th day of *November* 1707, No. 1764, the yearly sum of 20*l.* and by one other order bearing date the said 7th day of *November* 1707, No. 1766, the yearly sum of 20*l.* as in and by the said tallies and orders, relation being thereunto respectively had, may more fully appear: *Now know ye*, that for and in consideration of the sum of 400*l.* of, £c. to me the said J. P. in hand, £c. by J. Q. of,

of, &c. the receipt; &c. I the said J. P. Have sold, assigned, transferred and set over, and by these presents Do fully and absolutely sell, assign, &c. unto the said J. Q. his executors, administrators and assigns, All and every the aforesaid several annuities of 10l. 20l. and 20l. together with all and every the tallies and orders herein before mentioned, and all the estate and estates, right, title, interest, term and terms of years, claim and demand of me the said J. P. of, in, unto and out of the same; To have hold and enjoy the said several annuities, tallies, orders and premisses above mentioned, unto the said J. Q. his executors, administrators and assigns, to and for their own use and benefit, for and during all the rest and residue now to come and unexpired of the said term of 99 years, in as full, ample and beneficial manner as I the said J. P. might or could have enjoyed the same if these presents had not been made. In witness, &c.

An absolute Assignment of five Exchequer Annuities, payable by virtue of an Act of carrying on the War.

WHEREAS A. B. of, &c. by virtue of an act of parliament made and passed in the second year of her majesty's reign, intituled an act for granting an aid to her majesty for carrying on the war, and other her majesty's occasions, by selling annuities at several rates, and for such respective terms and estates as therein mentioned, and in pursuance of his majesty's receipt of her majesty's exchequer five several sums of — is become legally possessed and intitled to five several annuities or yearly sums of 100l. payable quarterly to him or his assigns for the term of 99 years commencing from — as appears by five several orders bearing date, &c. Now these presents witness, That the said A. B. for and in consideration of the sum of — of, &c. to him in hand paid at, &c. by C. D. the receipt whereof the said A. B. doth hereby acknowledge accordingly, Hath granted, bargained, sold, assigned, transferred and set over, and by these presents Doth fully and absolutely grant, &c. unto the said — his executors, administrators and assigns, All his the said A. B.'s right, title and interest of, in and to the said five several orders, (which are No. 1239. No. 1240. No. 1241. No. 1242 and No. 1243) and five several annuities or yearly sums of 100l. payable thereby, and also in and to the several tallies relating to the said orders, To have and to hold the said five several orders and several tallies relating to the same, and several annuities or yearly sums of 100l. payable thereby unto the said C. D. his executors, administrators and assigns, from the — for and during all the rest and residue of the said term of 99 years then to come and unexpired. And the said A. B. Doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said C. D. his executors, administrators and assigns, that he the said A. B. hath not done, committed, or wittingly suffered; and that he, his executors or administrators, shall not, nor will at any time hereafter do, commit or wittingly suffer any act, matter or thing whereby to charge or incumber the premisses hereby assigned or any part thereof; But that he, his executors and administrators, shall and will at any time or times hereafter, at the request, costs and charges of the said C. D. his executors, administrators and assigns, make, do and execute, or cause and procure to be made done and executed, all such further

Recital of exchequer annuities.

Annuities assigned.

Covenant that annuities are not incumbered, nor will the assignor incumber the same.

acts

Assignments.

acts and things whatsoever for the better assigning and assuring of the said five several annuities or yearly sums of 100*l.* unto him the said C. D. his executors, administrators and assigns, and also for enabling him and them to recover and receive the same to his and their own use and uses, as shall be reasonably required. *Witness* his hand and seal the —
Anno Domini —

Another Assignment of several Exchequer Annuities granted by several other Acts of Parliament to several Uses, taken out of a Marriage Settlement.

Recital of the
four annuities.

Consideration.
Assignment of
them to the
two trustees.

AND WHEREAS the said T. G. did purchase and is intitled unto two several annuities or yearly payments, each for 14*l.* per year, payable for the residue of the term of 96 years, to be reckoned from the 25th of *January* 1695, out of her majesty's treasury, arising by an act of parliament passed in the 5th and 6th years of the reign of their late majesties king W. and queen M. intitled, an act for granting to their majesties several rates and duties upon tonnage, &c. as by two several tallies and two several orders, each bearing date the, &c. may appear; *Which* said two annuities of 14*l.* were formerly purchased by the said T. G. for the term of his life, pursuant to a former act of parliament: *And whereas* in pursuance of one other act of parliament, passed in the fourth year of the reign of her present majesty queen Ann, intitled an act for granting an additional subsidy of tonnage, &c. and other uses therein mentioned, the said T. G. did purchase, and is intitled unto another annuity or yearly sum of 25*l.* to be paid quarterly for and during the term of 99 years, to commence from the 25th day of *March* 1706, as by the several tallies for the same, and also by one order bearing date the 9th day of *March* 1705, may appear: *And whereas* the said T. G. did also purchase and is intitled unto one other annuity or yearly sum of 100*l.* payable to the said T. G. for the term of 99 years, to commence from the 25th day of *March* next before the date of these presents, by quarterly payments, pursuant to an act of parliament passed in the 7th year of her majesty's reign, intitled, &c. and other uses herein expressed; as by several tallies and one order for the same, bearing date, &c. may appear: *Now this Indenture further witnesseth*, That the said T. G. for the considerations aforesaid, *Hath* granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* grant, &c. unto the said H. S. and J. I. their executors, &c. *The* said two several annuities or yearly sums of 14*l.* and 14*l.* and also the said two other annuities of 25*l.* and 100*l.* amounting in the whole to the sums of 153*l.* per ann. and all tally and tallies, order and orders made out of the same, and every of them, unto the said T. G. his executors, administrators and assigns, for the said two several terms of 96 years, and the said two several terms of 99 years respectively, and all the estate, right, title, property, interest, claim and demand whatsoever of him the said T. G. of, in and to the said several annuities, and every of them, and of, in and to all the said tally and tallies, order and orders for the same, and of, in and to all benefit and advantage arising or growing due from any or either of them, or out of the same, or out of the several funds appointed for payment of them, every

or

or any of them, by virtue of the said several recited acts of parliament, or any other act or acts of parliament, or otherwise howsoever ; *To have and to hold* the said several annuities of 14*l.* and 14*l.* and the said annuity of 25*l.* and the said annuity of 100*l.* and every of them, and all the said tally and tallies, order and orders, and all and singular the last mentioned premisses, unto the said *H. S.* and *J. I.* their executors, &c. from henceforth for and during all the rest and residue of the said two several terms of 96 years, and the said two several terms of 99 years respectively yet to come and unexpired. *And it is hereby agreed and declared* by and between all the said parties to these presents, and the true intent and meaning of them and of these presents is, that the said several annuities, and the said several terms of 96 years, and the said several terms for 99 years of the said several annuities, are so bargained, sold, assigned and set over unto the said *H. S.* and *J. I.* their, &c. to, for and upon the trust and confidence, and to and for the several uses, trusts, intents and purposes herein after mentioned and expressed, (that is to say,) That they the said *H. S.* and *J. I.* and the survivor of them, his executors and administrators, shall and will permit and suffer the said *T. G.* to receive and take to his own use and benefit the said several annuities, until the solemnization of the said intended marriage ; and from and after the solemnization of the said intended marriage, that they shall and will permit and suffer the said *T. G.* and his assigns during his life, if the said two several terms of 96 years, and the said two several terms of 99 years, shall so long continue, to receive and take all the said several annuities to his own use and benefit ; and after the decease of the said *T. G.* that they shall and will permit and suffer the said *M. R.* and her assigns during her natural life, if the said two several terms of 96 years, and the said two several terms of 99 years, shall so long continue, to receive and take the said several annuities or yearly sums to her and their own use and benefit ; *Which* said several annuities or yearly sums amounting in the whole to the sum of 153*l.* and the said messuages, lands, tenements, hereditaments and premisses herein before granted and released, and the said lands and tenements so to be purchased as aforesaid, and limited to the said *M. R.* for and during her life, are so limited to the said *M. R.* for her life in full for her jointure, and for and in lieu, recompence and full satisfaction and bar of all dower, right, thirds and title of dower, which the said *M. R.* can or may claim of, in or to any of the manors, lands, tenements and hereditaments whereof the said *T. G.* now is or at any time or times hereafter shall or may be seised of any estate of inheritance during the coverture between them ; *And* from and after the decease of the survivor of them the said *T. G.* and *M. R.* his intended wife, *Upon this further trust*, in case at the time of the decease of such survivor there shall be an heir male of the body of the said *T. G.* on the body of the said *M. R.* begotten, capable of taking lands from them by way of descent, who shall have attained his age of 21 years ; that then they the said *H. S.* and *J. I.* or the survivor of them, his executors or administrators, shall and do assign and set over the said several annuities or yearly sums, amounting to the sum of 153*l.* *per ann.* and the several residues of the said several terms of 96 years and 99 years (for which the same annuities or yearly sums were granted as aforesaid) unto and to the use of such heir male, his executors, administrators and assigns. *But* in case at the time of the decease of the survivor of them the said *T. G.* and *M. R.* there shall be any issue male of the body of

Declaration of the trusts thereof.

To permit the husband to receive the same during his life.

The like to his intended wife ;

which, together with the messuages, &c. before released, and others to be purchased, are declared to be in full for her jointure, &c.

And after both their deaths, in trust for their eldest son, capable of taking lands by descent, to be assigned to him at his age of 21.

And in the mean time such heirs male to receive the said annuities.

If no such issue male, or in case of their death before 21.

then in trust for the executors, &c. of the husband.

the said T. G. on the body of the said M. R. begotten, born or to be born, that shall be capable of taking lands from them by way of descent, and no such issue male shall then have attained his age of 21 years; *Then upon trust* to permit and suffer such issue male, who for the time being shall be the heir male of the body of the said T. G. on the body of the said M. R. begotten, capable of taking lands from them by way of descent, from time to time to receive and take, to and for his own use and benefit, the same annuities or yearly sums, until some heir male of the body of the said T. G., on the body of the said M. R. begotten, capable of taking lands from them by way of descent, shall have attained his age of 21 years; *And then upon this further trust*, That they the said H. S. and J. I. or the survivor of them, his executors or administrators, shall and do assign and set over the said several annuities or yearly sums, and the then residue of the said several terms thereof respectively granted as aforesaid, unto and to the use of such heir male, his executors, administrators and assigns; *And in case at the time of the decease of the survivor of them the said T. G. and M. R. there shall be no issue male of their two bodies begotten, or there being such issue male, all of them shall die before any of them shall attain the age of 21 years, then and in either of the same cases, Upon this further trust and confidence*, that they the said H. S. and J. I. and the survivor of them, his executors and administrators, shall assign over all his and their estate and interest of, in and to the said several annuities, and the residue of the said several terms of 99 years, and the said several terms of 99 years then to come and unexpired of, the said several annuities, unto the executors, administrators and assigns of the said T. G. and to, for and upon no other trust, intent or purpose whatsoever.

An Assignment of Exchequer Annuities, or an Assignment of an Assignment thereof, (the Difference being here shewn) upon Trust, for the Assignor for Life; and after his Decease, to such Person as he shall have appointed, and for Want thereof, to his Executors and Administrators.

THIS INDENTURE made the, &c. Between E. W. of the one part, and A. B. of, &c. and C. D. of, &c. (two trustees) of the other part.

[If the Assignor purchased the Annuities in his own Name, say thus:]

WHEREAS by virtue of an act of parliament made in the — year of the reign of — majesty — intitled, an act, (*the title of the act verbatim*) and by virtue of — several tallies and — several orders levied and made out at the receipt of his majesty's exchequer, according to the ancient and accustomed usage of the receipt of exchequer; the said E. W. in consideration of the several sums of money mentioned to be by him paid in the said several orders, is intitled to receive out of the said several duties granted by the said act of parliament, or otherwise, *Three several annuities or yearly sums, (making together — l. per ann.)* by quarterly payment, for and during

and until the full end, term and expiration of 99 years, commencing from — day of — 17 — therein mentioned: as in and by the said several exchequer orders is directed; that is to say, By one order bearing date the — day of — the yearly sum of — by one other order bearing date, &c. (*and so on*); as in and by the said tallies and orders, relation being thereunto respectively had, may more fully appear.

Recital of purchase of annuities in the exchequer

[But if they were purchased by Assignment, say in this Manner:]

WHEREAS R. B. of, &c. in pursuance of and upon the encouragement of an act of parliament made in the — year of his present majesty's reign, intituled, an act for, &c. (*The title of the act, &c.*) Did within the several times limited in and by the said act, pay into the receipt of his majesty's exchequer the full sum of — for the purchase of one annuity of — per ann. for the term of 99 years, to commence from the — day of — 17 — as by three several tallies and one order, the said order No. — and dated the — day of — 17 — may at large appear: And whereas by an assignment dated the — day of — 17 — the said R. B. did sell and assign the said annuity to the said E. W. as by the said assignment entered in the office of the auditor of receipt of the exchequer may appear:

Assignments entered.

Now this Indenture witnesseth, That for the vesting and settling the said several annuities upon the trusts, and to and for the intents and purposes therein after mentioned and expressed of and concerning the same, and in consideration of the sum of 10s. of lawful money to the said E. W. in hand paid by the said A. B. and C. D. at, &c. the receipt, &c. and for divers, &c. he the said E. W. Hath bargained, sold, assigned, transferred and set over, and by these presents Doth fully and absolutely bargain, &c. unto the said A. B. and C. D. All and every the aforesaid several annuities of — and — together with all and every the tallies and orders herein before mentioned, and all the state and estates, right, title, interest, term and terms of years, claim, property and demand whatsoever of him the said E. W. of, in, unto and out of the same; To have, hold and enjoy the said several annuities, tallies, orders and premisses above mentioned, and intended to be here- by assigned unto the said A. B. and C. D. their executors, administrators and assigns, from henceforth for and during all the rest and residue now to come and unexpired of the said term of 99 years, in as full, ample and beneficial manner, as he the said E. W. might or could have enjoyed the same if these presents had not been made; Nevertheless upon the trusts and to and for the intents and purposes herein after mentioned and expressed of and concerning the same, (that is to say) in trust in the first place, that they the said A. B. and C. D. and the survivor of them, and the executors, administrators and assigns of such survivor, do and shall from time to time, and at all times during the life of the said E. W. permit and suffer him the said E. W. and his assigns, to have, receive, take and enjoy the said several annuities of — and — to and for his and their own use and benefit: And upon this further trust, that they the said A. B. and C. D. or the survivor of them, or the executors, administrators or assigns of such survivor, do

Assignment to trustees.

Upon trust to the assignor for life.

After to assign the same for the residue and

of the term,
as the assignor
shall appoint
and assign.

For want of
appointment,
&c. to his
executors and
administrators.

and shall, immediately from and after the decease of the said *E. W.* assign and set over the said several annuities of ——— and ——— tallies, orders and premisses hereby to them assigned, to and for the use of such person or persons, his, her or their executors, administrators or assigns, for and during the residue then to come of the said term of 99 years, as he the said *E. W.* by any deed-poll or other writing or writings to be by him signed, sealed and executed in the presence of three or more credible witnesses, shall give, assign, direct, limit or appoint the same annuities and premisses; *And* for want of such assignment, gift, direction, limitation or appointment, then in trust for the executors and administrators of the said *E. W.* for and during the then residue of the said term of 99 years. (a) *In witness, &c.*

An Assignment (or Appointment,) pursuant to the Trusts in the foregoing Assignment of the Annuities, after the Assignor's Life.

TO ALL, &c. I *E. W.* of, &c. gent send greeting. *Whereas* by indenture, bearing date the, (b) &c. and made between the said *E. W.* of the one part, and *A. B.* and *C. D.* of the other part *Whereby* after reciting as therein is recited, I the said *E. W.* Have bargained, sold, assigned and set over unto the said *A. B.* and *C. D.* their executors, administrators and assigns, *The* several annuities, tallies and orders therein and herein after mentioned, *viz.* &c. (*Recite the short,*) For the residue of a term of 99 years therein also mentioned *Upon the trusts* therein and herein after likewise also mentioned, *viz.* in trust that they the said *A. B.* and *C. D.* and the survivor of them, and the executors, administrators and assigns of such survivor, *Did* and should from time, &c. (*The trustees in the indenture,*) *As* in and by the said recited indenture (entered in the office of the auditor of the receipt of the exchequer,) more fully appears: *Now know ye*, that in consideration of the great love and affection, which I the said *E. W.* have and bear to my particular friend *E. F.* of, &c. and for divers other good causes and considerations hereunto especially moving, I the said *E. W.* (by virtue of the power and authority in me vested, in and by the said recited indenture, and by virtue of all and every other powers and authorities in that behalf to me of right belonging,) by this my deed poll or writing, (signed, sealed and executed in the presence of ——— and ——— credible witnesses, whose names are intended to be hereon indorsed) have given, assigned and set over, and by these presents I do give, assign and set over unto the said *E. F.* his, &c. *All* and every the said several annuities of ——— and ———, together with all and every the tallies and orders in the said recited indenture mentioned, and all the estate, right, interest, term and term of years, claim, property and demand whatsoever, whether the

(a) A letter of attorney from the two trustees to the said *E. W.* to empower him to receive the said annuity. Both to be entered in the auditor's office of receipt of the exchequer, and oath to be made of the executing, &c.

(b) To be dated after the other deed entered in the office of the auditor.

ther in law or equity, of me the said *E. W.* of, in, unto, or out of the said annuities and premisses; *To have, hold and enjoy* the said several annuities, tallies, orders and premisses herein above mentioned and intended to be hereby assigned unto the said *E. F.* his executors, administrators and assigns, from and immediately after the decease of me the said *E. W.* for and during the then residue, which shall be then to come of the said term of 99 years, to and for the sole proper use and benefit of the said *E. F.* his, &c. and that in as full, ample, and beneficial manner to all intents, constructions and purposes whatsoever, as they the said *A. B.* and *C. D.* or either of them, or I my self, my executors or administrators, could or might have held or enjoyed the same, in case these presents had not been made; *And I* the said *E. W.* do hereby direct and appoint the said *A. B.* and *C. D.* and the survivor of them, his executors, administrators or assigns, within ——— weeks next after my decease, (at the request and charges of the said *E. F.* his executors, administrators or assigns,) to assign and set over the said annuities, tallies, orders and premisses, by me so given and assigned as aforesaid, unto and to the use of the said *E. F.* his executors, administrators and assigns, for and during the then residue of the said 99 years, to and for his or their use and benefit. (a) *In witness* whereof I the said *E. W.* have hereunto set my hand and seal this — day of, &c.

An Assignment of Exchequer Annuities by two several Annuitants, in Trust to discharge a Mortgage made by one of the Annuitants of his Annuities, and (pursuant to Agreement) in Trust, that out of the residue a yearly Sum shall be paid to the Survivor of the Assignors.

THIS INDENTURE QUADRIPARTITE made, &c. *Between* *W. C.* of *Gray's Inn*, in the said county of *Middlesex*, esq. of the first part, *R. J.* of *Lincoln's Inn*, in the said county of *Middlesex*, esq. of the second part, *G. P.* of, &c. esq. of the third part, and *E. T.* of, &c. of the fourth part. *Whereas* on the — day of — the said *W. C.* did advance and pay into his majesty's and the late queen *Mary's* exchequer, upon the encouragement of an act of parliament, intituled an act for granting to their majesties certain rates and duties of excise upon beer, ale, and other liquors, for securing certain recompences and advantages in the said act mentioned, to such persons as shall voluntarily advance the sum of 1,000,000^l. towards the carrying on of a war against *France*, the sum of 2150^l. as by one tally and order, bearing date the same day appears: *And whereas* the said *R. J.* did upon the — day of, &c. advance and pay into the said receipt of *Exchequer*, upon the encouragement of the said act of parliament, the further sum of — — as by one other tally and order, bearing date the same day appears; *By virtue* whereof the said *R. C.* and *R. J.* became respectively intituled unto interest for the said respective sums so by them respectively paid as aforesaid, after the rate of 10^l. per cent. per ann. from the days of their said respective payments to the 29th day of *September* then next ensuing, and after the rate of

Recital of paying money into the Exchequer (upon several acts for raising money on annuities) by *C. W.* and *R. J.*

Whereby they became respectively intituled to interest.

(a) Power of revocation may be inserted. See Tit. *Appointments and Revocations*.

W. C. pays more on another act.

And so does R. J.

*W. C. intitled by such acts to an annuity of 301*l.* for his life, and R. J. to another annuity for life, and after their deceases for remainder of 96 years. W. C.'s assignment to F. T. of the 301*l.* annuity, by way of mortgage.*

But in strictness is void for want of entry.

*Agreement that the survivor of W. C. and R. J. shall have an annuity of 114*l.* for residue of the term. Now it is witnessed in pursuance of agreement, &c.*

14*l.* *per ann.* for the respective monies by them respectively paid as aforesaid, during their respective natural lives: *And whereas* on the, &c. the said *W. C.* did advance and pay into the receipt of his majesty's exchequer, upon the encouragement of one other act, (intituled an act for enabling such persons as have estates for life in annuities, payable by several former acts therein mentioned, to purchase and obtain further or more certain interests in such annuities, and in default thereof, for admitting other persons to purchase or obtain the same, for raising monies for carrying on the war against *France*.) the further sum of 1354*l.* and 10*s.* *And whereas* on the — day of — the said *R. J.* did advance and pay into the said receipt of his majesty's exchequer, upon the encouragement of the last mentioned act of parliament, the further sum of — as by one tally and order, bearing date the same date may appear; *By virtue* of which said tallies, orders and acts of parliament, he the said *W. C.* for and during the term of his natural life, is become intituled to an annuity or yearly payment of 301*l.* and the said *R. J.* for and during the term of his natural life, is become intituled to an annuity or yearly payment of — issuing out of his majesty's exchequer, and after their respective deceases, for and during the remainder of 96 years, in the said last recited act mentioned or otherwise, for and during the said term of 96 years absolutely: *And whereas* by indenture bearing date, &c. made, &c. between the said *W. C.* of the one part, and the said *F. T.* of the other part, for and in consideration of the sum of 1400*l.* of, &c. to the said *W. C.* in hand, &c. by *F. T.* he the said *W. C.* did bargain, sell, assign and set over unto the said *F. T.* the said annuity or yearly payment of 301*l.* and all the estate, title, interest, property, claim and demand whatsoever of him the said *W. C.* in, to, or out of the said annuity or yearly payment of 301*l.* and in, to and out of the said several sums of 2150*l.* and 1354*l.* and 10*s.* so by him the said *W. C.* paid and advanced as aforesaid; *In which said indentures there is a proviso* or condition for making void the same, in case the said *W. C.* his executors, administrators or assigns, should pay or cause to be paid unto the said *F. T.* his executors, administrators or assigns, the sum of 1484*l.* and interest, at the place and in manner in the same indenture in that behalf mentioned, as by the same indenture, relation being thereunto had, may more fully appear: *And whereas* the said assignment made by *W. C.* unto the said *F. T.* is in strictness void, in regard no entry or memorandum was thereof made in the office of the receipt in two months after the making the said assignment, as by the said in part recited act of parliament is required: *And whereas* it is agreed between the said *W. C.* and *R. J.* that whosoever of them the said *W. C.* and *R. J.* should happen to be survivor, that such survivor should upon such survivorship have an annuity or yearly payment of 114*l.* *per ann.* issuing out of his said majesty's court of exchequer, and payable for and during the rest and residue of the said term of 96 years, which shall be then to come and unexpired: *Now this Indenture witnesseth*, That in pursuance of the said agreement, and for and in consideration of the assignment herein after made by the said *R. J.* in trust for the said *W. C.* in manner as herein after mentioned, and likewise in consideration of 5*s.* of, &c. to him the said *W. C.* in hand paid by the said *F. T.* the receipt, &c. and for the further assuring unto the said *F. T.* his executors, administrators and assigns, the said principal sum of 1400*l.* and all interest which now is or hereafter

after shall grow due for the same, by and with the consent and with the direction of the said R. J. testified by his being party to and his sealing and delivery of these presents, he the said W. C. *Hath* bargained, sold, assigned, transferred and set over, and by these presents *Doth* bargain, &c. unto the said F. T. his executors, administrators and assigns, *All* that the said annuity or yearly payment of 30*l.* and all estate, title, interest, property, trust, claim and demand whatsoever either in law or equity, of, in, to or out of the said annuity or yearly payment of 30*l.* and of, in, to and out of the said several sums of 2150*l.* and 1354*l.* and 10*s.* and all interest due or which shall grow due for the same; *To have and to hold* the said annuity or yearly payment of 30*l.* and premisses, unto the said F. T. his executors, administrators and assigns, from henceforth for and during all the rest and residue of the before mentioned term of 96 years yet to come and unexpired; *Subject nevertheless* to the trusts, and to the intents and purposes herein after mentioned touching the same, that is to say; *In trust* in the first place, that he the said F. T. shall in the first place, by way of receiver, or otherwise, pay and satisfy unto him and themselves, the said principal sum of 1400*l.* and all interest already due, or which hereafter shall grow due for the same, and to answer and pay the surplus of the proceed, revenue and income of the said annuity or yearly payment of 30*l.* unto the said W. C. for and during the term of his natural life, and from and after the death of the said W. C. in case the said R. J. shall survive the said W. C. then upon such trust and confidence, that he the said F. T. out of such surplus of the said proceed, revenue and income of the said annuity or yearly payment of 30*l.* *per ann.* pay and satisfy unto the said R. T. his executors, administrators and assigns, the full and clear yearly sum of 114*l.* for and during the rest and residue of the said 96 years that shall be unexpired at the time of such decease of the said W. C. *And* as to the remaining surplus of the said 30*l.* *per ann.* beyond what will satisfy the said sum of 1400*l.* and interest as aforesaid, and likewise the yearly sum of 114*l.* shall answer and pay the same unto the executors, administrators or assigns of the said W. C. *Provided nevertheless*, That in case the said W. C. shall happen to survive the said R. J. that then the trust herein before mentioned, for and on the behalf of the said R. J. shall cease and be void, and then and from thenceforth, and from and after the said principal sum of 1400*l.* and interest as aforesaid, shall be fully paid and satisfied, he the said F. T.'s executors, administrators and assigns, shall stand and be possessed of the said annuity or yearly payment of the said 30*l.* in trust, and for the sole benefit of the said W. C. his executors, administrators and assigns, for and during the full rest and residue, and to the end of the before mentioned term of 96 years. *And this Indenture further witnesseth*, That in pursuance of the said R. J.'s part of the said agreement, and for and in consideration of the assignment herein before made by the said W. C. unto the said F. T. in trust for the said R. J. in manner as aforesaid, and likewise in consideration of the sum of 5*s.* of, &c. to the said R. J. in hand paid by the said G. P. he the said R. J. at the request and by the direction of the said W. C. testified by his being a party to and his sealing and delivery of these presents, *Hath* bargained, sold, assigned, transferred and set over, and by these presents *Doth* bargain, &c. unto the said G. P. his executors, administrators and assigns, *All* that said annuity or yearly payment of 114*l.* and all the estate, title, interest,

And for further assuring F. T. the mortgage money, W. C. assigns to him said annuity of 30*l.* for the residue of the term.

Subject to trusts.
1. To pay himself,
2. The surplus to the assignor for life, and after his death if R. J. survives him, then that said F. T. out of the surplus, shall pay thereout to R. J. 114*l.* *per ann.*

The surplus after the mortgage is discharged, to be paid to the executors, &c. of W. C. But if W. C. survives R. J. then after the mortgage discharged the said annuity to be in trust for W. C.

Assignment by R. J. at W. C.'s request, to G. P.

property,

of said annuity of 114/.

Subject to trusts,

1. That G. P. permit R. J. to receive the same during his life, and if R. J. died before W. C. then after his death in trust for W. C. But if R. J. overlives W. C. then in trust for R. J.

W. C. covenants with R. J. that he has done no act to incumber the annuity of 301/.

Except said mortgage.

And make further assurance.

R. J. covenants to W. C. that he has not incumber the 114/ annuity.

property, claim and demand whatsoever, either in law or equity, of him the said R. J. of, in, to, or out of the said annuity or yearly payment of 114/ and of, in, to or out of the said several sums of ——— and all interest due, or which shall grow due for the same; *To have and to hold* the said annuity or yearly payment of 114/ and premisses unto the said G. P. his executors, administrators and assigns, from henceforth for and during the full rest and residue of the before mentioned term of 96 years yet to come and unexpired; *Subject nevertheless* to the trusts, and to the intents and purposes herein after mentioned touching the same term, that is to say, *Upon special trust* and confidence, that the said G. P. his executors, administrators and assigns, shall and will permit and suffer the said R. J. and his assigns, to receive the said annuity or yearly payment of 114/ for and during the natural life of the said R. J. and in case it shall happen that the said R. J. should depart this life in the life-time of the said W. C. that then from and after such decease of the said R. J. the said G. P. his executors, administrators and assigns, should stand possessed of the said annuity or yearly payment of 114/ in trust only, and for the only benefit of the said W. C. his executors, administrators and assigns, for and during the rest and residue of the said term of 96 years that shall be to come and unexpired at the time of the decease of the said R. J. *Provided nevertheless*, That if it shall happen that the said R. J. shall survive and overlive the said W. C. that then and in such case the said trust herein before declared, for the benefit and only behalf of the said W. C. shall cease and be void, and that the said G. P. his executors, administrators and assigns, shall then and in such case stand possessed of the said annuity or yearly payment of 114/ *per ann.* in trust and for the sole and proper use and benefit of the said R. J. his executors, administrators and assigns, and to no other use, intent or purpose whatsoever; *And* the said W. C. doth for himself, his heirs, &c. covenant with the said R. J. that he the said W. C. hath not done nor wittingly suffered any act, matter or thing, whereby the trust herein before by these presents declared, for the benefit and on the behalf of the said R. J. touching the said annuity or yearly payment of 301/ is, are, shall or may be impeached or incumbered in estate, title, charge, or otherwise howsoever, saving only the herein before recited mortgage made by the said W. C. unto the said F. T. as aforesaid; *And* that the said W. C. his executors, administrators and assigns, and all persons, having any estate or interest, or lawfully claiming, or which shall have or claim, in, to or out of the annuity or yearly payment of 301/ by, from or under him, at the request and costs and charges of the said R. J. shall and will do any such further and other reasonable act or acts, thing or things, conveyance or assurances whatsoever, for the further assigning, assuring and conveying the said annuity or yearly sum of 301/ unto the said F. T. his, &c. for and during the rest and residue of the said term of 96 years, subject unto the trusts in that behalf herein before limited, as by the said R. J. his executors, administrators or assigns, or his or their counsel in the law, shall be reasonably advised, devised or required; *And* the said R. J. doth for himself, &c. covenant with the said W. C. his executors, administrators and assigns, that he the said R. J. hath not done or wittingly suffered any act, matter or thing, whereby the trust herein before touching the said annuity or yearly payment of 114/ for the benefit, and on the behalf of the said W. C. shall or may be impeached or incumbered in estate, title, charge, or otherwise;

otherwise; *And further*, That he the said R. J. his, &c. and all and every other person, having or lawfully claiming any estate, property or interest, in, to or out of the said annuity or yearly payment of 114*l.* by, from or under the said R. J. shall and will, at the request, costs and charges of the said W. C. his, &c. order, make and do any such further and other reasonable act or acts, thing or things, for the further assuring, assigning and conveying the said annuity or yearly payment of 114*l.* unto the said J. C. his, &c. for and during the rest and residue of the said term of 96 years, as by the said W. C. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: *Provided always*, and the true *Proviso*, that intent and meaning of these presents and the parties to the same is, that F. T. and G. the said F. T. and G. J. or either of them, their or either of their executors, administrators or assigns, shall not be liable or responsible for more money than what they or any of them shall actually receive; *And* they receive, that no one of them, his executors, administrators or assigns, shall be nor for the liable or responsible for the acts, receipts, defaults or such arrearsages of acts of each the other of them, his executors, administrators or assigns. *In witness, &c.*

An Assignment of an Assignment of (a) an Exchequer Annuity, in Trust to be re-assigned to the Assignor and other Persons.

TO ALL, &c. I A. A. of, &c. send, &c. *Whereas* B. B. of, *Recital of an*
 &c. did by a certain deed poll or writing of assignment, bearing *assignment.*
 date, &c. for the considerations therein mentioned, fully and absolutely
 sell and assign unto C. C. of, &c. and D. D. of, &c. and me the said
 A. A. our executors, &c. all his the said B. B.'s, right, &c. of and
 in one annuity, of, &c. payable, &c. out of the exchequer, in pursu-
 ance of an act of parliament in the same deed poll mentioned, for the
 term of, &c. and of in and to all orders and tallies then made, and to be
 made out for the same annuity, and all benefit and advantage in respect
 of the premises, as by, &c. *And whereas* the said C. C. and D. D. are *Death of two*
 both since dead, by means whereof the said annuity of, &c. and all their *nominees.*
 estate, &c. is now come to and legally vested in me the said A. A. by
 survivorship: *Now know ye*, That I the said A. A. for and in confide-
 ration of, &c. *Have* bargained, sold, assigned and set over, and by,
 &c. *Do*, &c. All the said annuity, &c. *To have*, &c. the said annuity, *Assignment,*
 &c. unto, &c. for and during, &c. *Upon this special trust and confidence* *in trust to be*
nevertheless, That he the said E. E. his, &c. shall and do within the *re-assigned to*
 space of, &c. next ensuing the date hereof, re-assign and transfer, or *the now as-*
 cause, &c. the same annuity and other the premises, and all his and *signor and*
 their estate, &c. unto me the said A. A. and F. F. of, &c. G. G. of, *other persons.*
 &c. our executors, &c. for the rest, &c. *And*, &c. (*Covenant no in-*
cumbrance.) *In witness, &c.*

The

(a) For an affidavit of the execution of an assignment of Exchequer annuities, see Tit. *Affidavits*.

The Re-assignment.

TO ALL, &c. I E. E. of, *Whereas* &c. (*Recital of the assignment recited in the above assignment, and that one of the then assignees (being entitled by survivorship) assigned the annuity upon trust to re-assign:*) Now know ye, That I the said E. E. in performance of the said recited trust in me reposed as aforesaid, and for and in consideration, &c. paid by the said A. A. F. F. and G. G. at, &c. the receipt, &c. Have bargained, &c. and by, &c. Do, &c. unto the said, &c. All the said annuity of, &c. and all orders and tallies for or concerning the same, and all the benefit thereof, and all my estate, &c. together with the said recited deeds poll; To have, &c. the said annuity of, &c. and all other the premises, unto the said, &c. and the survivors and survivor of them, and the executors, &c. from henceforth, for and during all the rest, &c. And, &c. (*Covenant no. act of incumbrance.*) In witness, &c.

An Assignment of a Reversionary Interest in South-Sea Annuities, which had been transferred to trustees as a Security for the due payment of an Annuity to a Grantee thereof, to a Purchaser of the South-Sea Stock under an Order in Chancery.

Recital of
the grant of
the annuity.

Transfer of
South-sea an-
nuities for
securing pay-
ment,

upon trust
to permit the
grantor to
receive the
produce till
default of
payment;

THIS INDENTURE tripartite, made, &c. Between A. A. of, &c. one of the masters of the high court of chancery, of the first part, B. A. of, &c. of the second part, and D. A. of, &c. and E. E. of, &c. of the third part. *Whereas* by indenture tripartite, bearing date, &c. and made, &c. between the said A. A. of the first part, B. B. of, &c. of the second part, and the said D. A. a person nominated by the said A. A. and the said E. E. a person nominated by the said B. B. of the third part, *Reciting* as therein is recited, *And* for the considerations therein mentioned, the said A. A. did for himself, his, &c. covenant, &c. to and with the said B. B. his, &c. that he the said A. A. his, &c. should and would well and truly pay or cause, &c. unto the said B. B. and his assigns, for and during the term of his natural life, one annuity, yearly rent or sum of, &c. free, &c. the same annuity to be paid and payable at or in, &c. yearly at or upon, &c. by even and equal portions; the first payment, &c. next ensuing the date of the same indenture, *And* reciting that the said A. A. for the better securing the payment of the said annuity, yearly rent or sum of 600*l.* to the said B. B. for his life in manner aforesaid, had on or before the day of the date of the same indenture transferred unto the said D. A. and E. E. the sum of 12,000*l.* in the joint stock of the South-sea annuities; *It was* in and by the said indenture declared and agreed by and between all the parties thereto, that the said sum of 12,000*l.* South-sea annuities, so transferred to the said D. A. and E. E. as aforesaid, was and were so transferred to them, *Upon the trusts* herein after mentioned, that is to say, upon trust that they the said D. A. and E. E. and the survivor of them, his, &c. should permit and suffer, and do all and every act and thing which should be proper and sufficient to enable the said A. A. his, &c. to receive and take the yearly interest, dividends and produce of the

the said 12,000*l.* *South-sea* annuities, as the same should arise and become due to and for his and their own use and benefit, until default should be made of or in payment of the said annuity, yearly rent or sum of 600*l.* or any part thereof, by the space of 28 days next over or after any of the said feasts whereon the same ought to be paid as aforesaid ; *And upon further trust*, That in case the said annuity of 600*l.* or any part thereof, should be behind or unpaid to the said *B. B.* or his assigns, by the space of 28 days next after any of the feasts aforesaid, then and so often they the said *D. A.* and *E. E.* or the survivor of them, his, &c. should by and out of the yearly interest, dividends and produce of the said 12,000*l.* *South-sea* annuities, or by sale of any or a competent part of the same annuities, or by such ways or means as they the same trustees should think fit, raise and levy such sum and sums of money as should be sufficient from time to time to answer, pay and satisfy unto the said *B. B.* and his assigns, during his natural life, the said annuity of 600*l.* or so much thereof as should from time to time so happen to be in arrear and unpaid, together with such costs and charges as the said *B. B.* or the said trustees, or any or either of them, or any or either of their, &c. should sustain or be put unto for or by reason of the non-payment of the said annuity, or any part thereof, at the days and times and in manner therein before in that behalf covenanted and agreed upon, and should pay and dispose the same accordingly. *Provided*, and it was thereby further declared and agreed by all the parties to the same indenture, that from and after the decease of the said *B. B.* and payment of all arrears which should be then due of the said annuity, yearly rent or sum of 600*l.* (if any such should then be) together with all costs and expences attending the execution of the aforesaid trusts ; then and immediately thereupon, or so soon as conveniently might be, they the said *D. A.* and *E. E.* or the survivor of them, or the, &c. of such survivor, should at the request, costs and charges of the said *A. A.* his, &c. re-transfer and make over the said sum of 12,000*l.* *South-sea* annuities, or so much thereof as should then remain undisposed of for the purposes aforesaid, and all dividends or interest then due upon or for the same, or any part thereof, unto him the said *A. A.* his, &c. to and for his and their own use and benefit : *And* for the considerations, ends and purposes aforesaid, the said *A. A.* did in or by the same indentures, for himself, his, &c. further covenant, &c. to and with the said *B. B.* his, &c. that in case at any time then after during the natural life of the said *B. B.* any part of the said 12,000*l.* *South-sea* annuities should be sold or disposed of, or that the price or value of *South-sea* annuities should sink or fall, so and in such sort as that the said 12,000*l.* *South-sea* annuities should, in the judgment of the same trustees or the survivor of them, his, &c. be insufficient for securing the payment of the said annuity, yearly rent or sum of 600*l.* to the said *B. B.* for the term of his natural life in manner aforesaid ; then and in both or either of the said cases, he the said *A. A.* his, &c. should and would at his and their own costs and charges immediately upon the request of the said *B. B.* transfer and make over, or procure to be transferred and made over unto the said trustees, or the survivor of them, his, &c. upon the trusts, and for the intents and purposes aforesaid, so much more annuities in the said *South-sea* company, or so much capital stock in the bank of *England*, *South-sea* company, or *East-India* company, or such sum and sums of principal money, secured upon some government or other good and sufficient

and on default of payment, to raise and pay the annuity.

Proviso that on the death of the grantee and payment of arrears, to re-transfer what should remain.

The grantor covenanted with the grantee to replace in case of any deficiency.

And in case of redemption by parliament, the trustees were by consent to invest by securities, &c.

Upon the same trusts, &c.

Recital of an order in chancery for the sale of the grantor's interest for the benefit of the suitors.

Master's report, allowing the second party hereto the best purchaser.

Report confirmed
Purchaser has paid the money.

sufficient security or securities, at interest, as they the same trustees, or the survivor of them, his, &c. should from time to time think sufficient and necessary to be added to the said 12,000*l.* *South-sea* annuities, or so much thereof as should remain unsold as aforesaid, thereby the better to secure the payment of the said annuity or yearly sum of 600*l.* to the said *B. B.* for his life in manner aforesaid; In which said recited indenture it was, among other things, provided and agreed by and between all the said parties thereto, that in case the said 12,000*l.* *South-sea* annuities, or any part thereof, or such other stock or stocks, sum or sums of money, upon security or securities at interest, as were therein before covenanted and agreed to be transferred to the said trustees, or the survivor of them, his, &c. for the purposes, and upon the trusts and contingencies aforesaid, or any of them, or any part thereof, should at any time then after during the natural life of the said *B. B.* be redeemed or paid off by authority of parliament, or otherwise would be paid in or come to the hands of the same trustees; then and in such case, and so often it should and might be lawful for them, and the survivor of them, his, &c. from time to time during the natural life of *B. B.* to lend and place out the monies so paid in or come to their hands, or any part thereof, with the consent and approbation of the said *B. B.* and *A. A.* if both then living; and in case the said *A. A.* should be then dead, then with the consent and approbation of the said *B. B.* upon any publick or private security or securities at interest, or to invest the same, or any part thereof, in the purchase of stock in any of the publick funds or companies, upon the trusts, and subject to the provisos and agreements aforesaid, as by the said recited indenture, relation, &c. And whereas, by an order of the high court of chancery, made on or about, &c. It was ordered, at the desire of Mr. attorney general, on behalf of the suitors of the said court, and by consent of the said *A. A.* that the declaration of trust of the said 12,000*l.* *South-sea* annuity stock, executed by the said *D. A.* and *E. E.* when the said stock was transferred to them for securing the said 600*l.* *per ann.* to the said *B. B.* should be brought before *R. H.* esq; one of the masters of the said court, and that the said master *H.* should sell the said *A. A.*'s interest in the said 12,000*l.* *South-sea* annuities to the best purchaser; and that the money arising by sale thereof should be invested in *South-sea* annuities in the name of the said *A. A.* who was to declare the same to be in trust for the suitors, according to the orders of the same court made the, &c. And whereas, The said *R. H.* by his report bearing date, &c. and made in pursuance of the said recited order of the, &c. did certify, that the said *B. A.* had bid before him the sum of 6000*l.* for the said interest of the said *A. A.* of and in 12,000*l.* *South-sea* annuities, and that no other person having bid more before the said master *H.* for the same, he did allow of the said *B. A.* for the best purchaser of the said reversionary interest of the said *A. A.* in the said 12,000*l.* *South-sea* annuities; Which said report of the said master *H.* was by a subsequent order of the said high court of chancery, made, &c. ratified and confirmed, as by the last recited orders and report, relation, &c. And whereas the said *B. A.* in pursuance of and obedience to the said recited order of the, &c. hath on the day of the date hereof paid the sum of 6000*l.* of, &c. unto the said *A. A.* to be applied and disposed of for the purposes in the same order in that behalf directed: Now this Indenture witnesseth, That in pursuance of and obedience

dience to the said recited order of the 10th of *March* last, and for and in consideration of the said sum of 6000*l.* so paid by the said *B. A.* to the said *A. A.* for the purposes in the same order in that behalf directed, the receipt, &c. he the said *A. A.* Hath granted, bargained, sold and assigned, transferred and set over, and by these presents *Doth* grant, &c. to the pur-
 unto the said *B. A.* his, &c. the said sum of 12,000*l.* *South-sea* annui-
 ties, and every part thereof, and all the dividends, interest and produce thereof, from henceforth to arise or be received; *Subject nevertheless* to the payment, and securing thereof the said annuity, yearly rent or sum of 600*l.* unto the said *B. A.* and his assigns, for and during the term of his natural life in manner aforesaid, and all the estate, right, title, trust, property, equitable and reversionary, or other interest, claim and demand whatsoever, both at law and in equity of him the said *A. A.* of, in, to or out of the same 12,000*l.* *South-sea* annuities, every or any part thereof, by force or virtue of the said recited indenture, or the trusts therein declared, or otherwise howsoever, together with that part of the said recited indenture, which was ordered to be brought before the said master, *H.* as aforesaid; *To have*, hold, receive, perceive, take and enjoy the said sum of 12,000*l.* *South-sea* annuities, and every part thereof, and all the dividends, interest and produce, from henceforth to arise or be received for the same, every or any part thereof, and all and singular other the premises, mentioned or intended to be hereby assigned, and all the benefit thereof, unto him the said *B. A.* his, &c. to and for his and their own use and benefit for ever, as fully and effectually to all intents and purposes as he the said *A. A.* his, &c. might or could have held and received, or enjoyed the same if these presents had not been made; *Subject* to the payment and securing thereof of the said annuity, yearly rent or sum of 600*l.* unto the said *B. B.* and his assigns, during his life, at such days and times, and in such manner, as in the recited indenture are in that behalf mentioned and agreed upon; *And* the said *A. A.* doth hereby for himself, his, &c. covenant, &c. to and with the said *B. A.* his, &c. in manner following, that is to say, that he the said *A. A.* hath duly paid and satisfied to the said *B. B.* the said annuity, yearly rent or sum of 600*l.* and every part thereof, for and until the feast-day of, &c. last past, before the date of these presents; *And* also that he the said *A. A.* hath not at any time heretofore sold, assigned or disposed of the said 12,000*l.* *South-sea* annuities, and other premises mentioned or intended to be hereby assigned, or any part thereof, nor done, committed or suffered any act, matter or thing whatsoever, whereby, or by means whereof the same, or any part thereof is, are, shall or may be impeached, charged or incumbered, *Except* as is herein before mentioned; *And further* that he the said *B. A.* his, &c. shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, receive, take and enjoy the said 12,000*l.* *South-sea* annuities, and the dividends, interest and produce thereof, and other premises mentioned or intended to be hereby assigned, and every part thereof, subject to the payment thereof of the said annuity, or yearly rent or sum of 600*l.* unto the said *B. B.* and his assigns, in manner as aforesaid, without any lawful let, &c. of or by the said *A. A.* his, &c. or of or by any other person or persons lawfully claiming, &c. *And moreover* that he the said *A. A.* his, &c. shall and will, at any time, &c. upon request, and at the costs and charges of the said *B. A.* his, &c. make, do, execute, or cause, &c. any further or other lawful and reasonable act, deeds or things, assignments

Assignment
 to the pur-
 chaor.

Subject, &c.

Covenant
 that the
 grantor has
 paid the an-
 nuity to a
 certain day.
 And that he
 has not in-
 cumbered.

Quiet enjoy-
 ment.

Further as-
 surance.

Covenant
that the pur-
chaser will
perform co-
venants with
the annuitants,

particularly
to pay the
annuity.

And to indem-
nify the gran-
tor.

signments or assurances in the law whatsoever, for the further and better assigning and assuring of the said 12,000*l.* *South-sea* annuities, and the dividends, interest and produce thereof, and other the said hereby assigned premises, every or any part thereof, unto him the said *B. A.* his, &c. to and for his and their own use and benefit, *Subject* to the said annuity of 600*l.* as by the said *B. A.* his, &c. or his or their counsel, &c. shall be reasonably advised, &c. And the said *A. B.* in consideration of the premises, doth hereby for himself, his, &c. covenant, &c. to and with the said *A.* his, &c. in manner following, that is to say, that he the said *B. A.* his, &c. shall and will truly perform, fulfil and accomplish, pay and keep all and every the covenants, articles, agreements, provisoes, payments, matters and things whatsoever, which on the part and behalf of the said *A. A.* his, &c. are or ought from henceforth to be done, performed and fulfilled, accomplished, paid and kept by force or virtue of the said recited indenture, or any covenant, article, proviso or agreement therein contained; and particularly that he the said *B. A.* his, &c. or some of them, shall and will from time to time and at all times hereafter, during his continuance of the aforesaid annuity, yearly rent or sum of 600*l.* well and truly pay or cause to be paid unto him the said *B. B.* or his assigns, the same annuity and every part thereof, as and when the same shall become due and payable, according to the purport, true intent and meaning of the said recited indenture; And also that he the said *B. A.* his, &c. and some of them, shall and will from time to time and at all times hereafter, at his and their own proper costs, and charges, well and sufficiently save defend and keep harmless and indemnified the said *A. A.* his, &c. and every of them, and his and every of their lands and tenements, goods and chattels, of, from and against all and every of the said covenants, articles, agreements and provisoes, payments, matters and things whatsoever, which on the part and behalf of him the said *A. A.* his, &c. are or ought from henceforth to be done, performed, fulfilled or accomplished, paid and kept by force or virtue of the said recited indenture, or any covenant, article, proviso or agreement therein contained, and of, from and against all actions, suits, loss, costs, charges, damages and expences, which shall or may be brought, commenced or prosecuted against him the said *A. A.* his, &c. or which he, they, or any of them, shall or may sustain, expend, or be put unto, for or by reason, or on account of the non-performance of any of the same covenants, articles, agreements, provisoes, payments, matters or things aforesaid. *In witness, &c.*

Assignment of Dividends of South-Sea Annuities by way of a Joint Annuity, for better securing Payment thereof, secured by a Bond of even Date.

Recitals, viz.
As to an or-
der in chan-
cery, whereby
1000*l.* should
be invested in
South-sea an-
nuities in the
name of the

THIS INDENTURE, &c. *Between T. B.* of, &c. of the one part, and *W. M.* of, &c. of the other part. *Whereas* by an order of the high court of chancery, bearing date, &c. and made in a certain cause then and there depending, wherein *W. J.* (administrator of *L. K.* deceased) was plaintiff, and the said *T. B.* and *A.* his wife, and others, were defendants, *It was (inter alia) ordered*, that the sum of 1000*l.* should be invested in *South-sea* annuities in the name of the ac-
comptant

comptant general of the said court; *Upon trust*, that the interest thereof should be paid to the said *T. B.* for his life, as by the said order, relation, &c. *And whereas* the said sum of 1000*l* was laid out in the purchase of 920*l*. *South-sea* annuities, which were transferred to the account of the said comptant general and were attested by him upon the trust aforesaid, as by the report of the said comptant general and certificate of *C. J.* esq: bearing date, &c. relation being thereunto respectively had, may appear: *And whereas* part of the *South-sea* annuities hath been since annihilated, whereby the same are now reduced to the sum of 914*l*. 16*s*. *And whereas* in consideration of the sum of 216*l*. of, &c. to the said *T. B.* by the said *M. W.* paid or agreed to be paid, he the said *T. B.* in and by one bond or obligation, bearing even date with these presents, became bound unto the said *M. W.* in the penal sum of 500*l*. with condition thereunder written to be void, if he the said *T. B.* his heirs, executors, administrators and assigns, or some of them, shall and will from time to time, during the joint lives of them the said *T. B.* and *M. W.* well and truly pay or cause to be paid unto the said *M. W.* her executors administrators and assigns, one annuity or yearly sum of 36*l*. 10*s*. at the days, times and place, and in manner therein mentioned, as in and by the said bond or obligation, relation being thereunto also had, may appear: *And whereas* for the better securing the payment of the said annuity, during such joint lives as aforesaid, it hath been agreed by and between the said *T. B.* and *M. W.* that he the said *T. B.* should assign and transfer unto, or otherwise empower the said *M. W.* to receive the produce of the said *South-sea* annuities, during the joint lives of them the said *T. B.* and *M. W.* *Now this indenture witnesseth*, That for and in consideration of the said sum of 216*l*. of, &c. to him the said *T. B.* in hand, &c. by the said *M. W.* at, &c. the receipt, &c. he the said *T. B.* Hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, &c. and set over unto the said *M. W.* the interest, dividends and produce of the said 914*l*. 16*s*. *South-sea* annuities; To have and to hold, receive and take the same, during the joint lives of them the said *T. B.* and *M. W.* *And for that purpose*, he the said *T. B.* Hath made, constituted and appointed, and by these presents doth make, &c. the said *M. W.* his true and lawful attorney, from time to time, during such joint lives as aforesaid, to ask, demand and receive of and from the comptant general of the high court of chancery, or from whom else it may concern, the interest or dividend of the said 914*l*. 16*s*. *South-sea* annuities, and all and every warrant and warrants, draft and drafts, that shall, during such joint lives as aforesaid, be drawn and made payable to the said *T. B.* for or in respect of such interest or dividends, and for him, and in his name, to give all proper and necessary receipts and discharges for the same, or any part thereof, and from time to time, during such joint lives as aforesaid, to indorse the name of him the said *T. B.* upon all and every such warrant and warrants, draft and drafts that shall be drawn by the said comptant general, and payable to the said *T. B.* for the interest or dividends of the said 914*l*. 16*s*. *South-sea* annuities: *And whereas* part of the said 914*l*. 16*s*. *South-sea* annuities may, during such joint lives as aforesaid, be paid off and annihilated; *Now* the said *T. B.* doth hereby for himself, his, &c. covenant, &c. to and with the said *M. W.* his, &c. by these presents, that he the said *T. B.* shall and will from time to time consent and agree, and at his own expence procure

accountant general, upon trust, &c.
That the same was to laid out as by his report, &c.
As to the same being since annihilated.
As to *T. B.*'s bond of even date for paying an annuity of — to Mr. *M.* during their joint lives.
As to agreement previous for transferring produce of the *South-sea* annuities to *M.* for better securing payment thereof.
Consideration, Assignment of the interest, dividends, &c.
Habendum. Letter of attorney, &c.
T. B.'s covenant, that if *South-sea* annuities during joint lives, be paid off by the company, for annihilation of said 914*l*. 16*s*. that the same shall be again

re-invested
upon the trusts
aforesaid.

Not to re-
voke, &c.

A power for
making an-
nuity void in
one year's
time, on T. B.'s
praying, &c.

cure all such sums of money, as shall at any time, during such joint lives as aforesaid, be paid off by the said *South-sea* company, for the annihilation of any part of the said 914l. 16s. *South-sea* annuities, to be re-invested and laid out again in *South-sea* annuities, Upon the trusts aforesaid; And after the same shall have been so re-invested and laid out again, shall and will assign unto, or otherwise empower the said M. W. to receive the interest, dividends and produce thereof during such joint lives as aforesaid; And shall not, nor will at any time, during such joint lives as aforesaid, revoke or make void such new power or powers, letters or letters of attorney, or these presents. *Provided always*, and it is hereby agreed and declared by and between the parties to these presents, that in case the said T. B. shall, at any time after one year from the date hereof, be minded and desirous to determine the said annuity, and shall thereof give six months notice in writing, unto the said M. W. or her assigns; that then and in such case, on re-payment of the said 216l. and discharging all arrears of the said annuity, also the said annuity unto the then next day of payment, unto the said M. W. or her assigns, the said annuity shall cease and be no longer paid or payable; any thing herein before contained to the contrary thereof in any wise notwithstanding. *In witness, &c.*

An Assignment of Annuity and Arrearages thereof to Trustees, in order to alter the Property, and to vest the same in Trust for the Husband.

Recital of
marriage ar-
ticles.

The husband
covenants to
levy a fine,
suffer re-
covery, &c.
for the settling
an annuity
to the wife in
bar of dower.

THIS INDENTURE made, &c. *Between* the reverend J. H. doctor of divinity, and one of the prebendaries of the collegiate church of St. Peter Westminster, of the one part, and the right honourable T. lord C. B. of H. in the county of B. and Sir C. C. knight master of the ceremonies, of the other part. *Whereas* by certain articles of agreement indented and bearing date, &c. and made or, &c. between Sir T. B. (by the name of, &c. of the first part, dame M. B. (by her then name of M. C. widow) of the second part, and F. G. and R. P. esq; of the third part; *Reciting* that a marriage was then intended to be shortly solemnized between the said Sir T. B. and dame M. B. and which was soon afterwards had and solemnized accordingly, the said Sir T. B. in consideration thereof, and of the marriage portion of the said dame M. B. *Did* thereby for himself, his heirs, executors and administrators, covenant, &c. to and with the said F. G. and R. P. their executors and administrators, that in case the said intended marriage should take effect, he the said Sir T. B. should and would before the end of *Easter term* then next ensuing the date hereof, by fine, common recovery, or by such other good and sufficient conveyances and assurances in the law, as the said F. G. and R. P. or the survivor of them, or the executors or administrators of such survivor or his or their counsel, should advise, well and sufficiently grant, settle and assure *All* those the manors, lands, tenements and hereditaments, and every part and parcel thereof, with their and every of their appurtenances, lying and being in B. aforesaid; *To the use, intent and purpose*, that the said dame M. B. should and might have and receive one annuity or yearly rent-charge of 500l. of, &c. for and during

during the term of her natural life, to be issuing out of the said premisses, free and clear of all parliamentary and other taxes and assessments whatsoever, to be paid by quarterly payments, viz. at the feasts of, &c. by even and equal portions; the first of the said payments to be made at such of the said feasts as should first happen after the decease of the said Sir T. B. *Which* said yearly rent-charge of 500*l.* is *thereby declared* to be for the jointure of the said dame M. B. and as a full recompence, and in bar of such dower and thirds, as she might afterwards claim out of any the manors, lands, tenements and hereditaments of the said Sir T. B. and for the better recovery of the said annuity or yearly rent-charge of 500*l.* a power of distress and entry is given to the said dame M. B. and her assigns, in case of non-payment: *And whereas* soon after the execution of the said recited articles, the said intended marriage between the said Sir T. B. and dame M. B. was had and solemnized; but before any settlement of the said premisses, chargeable with the said annuity or rent-charge of 500*l.* *per annum* was made by the said Sir T. B. pursuant to his covenant in the said recited articles, he the said Sir T. B. departed this life: *And whereas* the said dame M. B. did sometime after intermarry with the said doctor J. H. and is still living: *And whereas* by reason of divers large mortgages and incumbrances affecting the said premisses, so chargeable with the said annuity or yearly rent-charge of 500*l.* the same annuity or yearly rent-charge of 500*l.* has not been duly paid unto the said dame M. B. since the decease of the said Sir T. B. but has been left to run in very great arrears: *And whereas* by a decree made and pronounced in the high court of chancery, on or about the, &c. in a certain cause there depending, wherein the said dame M. B. and others were plaintiffs, and P. P. esq; and M. his wife, and others, were defendants, *It was (inter alia) ordered and decreed, &c.* *And whereas* several accounts have been stated in pursuance of the said decree, and by the last report of ——— there was due to the said doctor J. H. and the said dame M. his wife, the sum of 4527*l.* as by the said decree, reports and proceedings in the said cause may more fully appear: *And whereas* there is still due and owing a very great sum of money to the said doctor J. H. and the said dame M. B. his wife, for arrears of the said annuity and other sums of money by virtue of the said decree, which are not yet liquidated by the stating of the account and report of the master to whom the same stands referred: *Now this indenture witnesseth,* That to the intent to vest the absolute property and power of disposition, *In trust* for the said doctor J. H. his executors, administrators and assigns, of and in the said arrears of the said annuity and the interest thereof, and of all and every sum and sums of money, debts, duties and demands, by virtue of the said decree, or any proceeding in the said cause or otherwise, by reason of the annuity or rent-charge of 500*l.* *per ann.* or other demands whatsoever relating thereto, and for and in consideration of the sum of 5*s.* of, &c. to the said doctor J. H. in hand paid by the (two trustees,) &c. the receipt, &c. *He* the said doctor J. H. *hath* bargained, sold, assigned, transferred and set over, and by &c. unto the said (two trustees,) their executors, &c. *All* and singular the arrears of the said annuity or yearly rent-charge of 500*l.* and the interest thereof, and all and singular other sum and sums of money whatsoever, debts, duties and demands, by virtue of the said decree or any proceedings in the said cause or otherwise, by occasion of the said annuity or rent-charge of 500*l.* *per ann.* or

The marriage before annuity settled the husband died.

The widow's marriage.

Incumbrances.

Arrears. Decree.

Report.

Arrears still due and other monies decreed.

Assignments.

other demands whatsoever relating thereto, due and owing unto the said doctor J. H. and dame M. B. his wife, or either of them, on the day of the date hereof, whether the accounts thereof be stated or not, together with all such interest which shall from henceforth accrue and become due for the same respectively; and all the estate, right, title, interest, property, claim and demand whatsoever of him the said doctor J. H. of, in and to the same and every or any part or parcel thereof; *To have and to hold*, receive, take and enjoy the said arrears of the said annuity or yearly rent-charge of 500*l.* and all and singular other the premises herein before bargained, sold and assigned from henceforth unto the said two trustees, their executors, &c. *In trust nevertheless* for the said doctor J. H. his executors, administrators and assigns, and to and for no other use, trust, intent or purpose whatsoever. *And this Indenture further witnesseth*, That to the intent, the property of disposition of the said annuity or rent-charge, and the interest thereof that may hereafter become due during the coverture between him and his said wife, may be absolutely vested in trust for the said doctor J. H. his executors, administrators and assigns, and for and in consideration of the sum of 5*s.* &c. (as above) he the said doctor J. H. Hath bargained, &c. unto the said (two trustees,) their executors, &c. The said annuity or yearly rent-charge of 500*l.* and the interest thereof which shall from henceforth grow due, and all the estate, right, title, &c. *To hold* the said annuity or yearly rent-charge, &c.

An Assignment of an Annuity, payable out of a Salary which the Assignor is intitled to during his Majesty's Pleasure.

TO ALL PERSONS, &c. The right honourable W. A. earl of A, sendeth greeting. *Whereas* the said earl (as one of the lords of his present majesty's bed-chamber) is intitled to have and receive, during his said majesty's pleasure, a salary or yearly sum of 1000*l.* *Now know ye and these Presents witness*, That for and in consideration of the sum of 5*s.* of, &c. to the said W. A. earl of A. in hand paid by J. R. of, &c. esq; at, &c. the receipt, &c. and for divers other, &c. He the said W. A. earl of A. Hath assigned, transferred and set over, and by these presents *Doth* assign, &c. unto the said J. R. his executors, administrators and assigns, One annual or yearly sum of 200*l.* of, &c. (being part of the said salary or yearly sum of 1000*l.* payable to the said earl by virtue of his majesty's warrant, or by direction of the lords commissioners of his treasury) and all the right, title, interest, property, claim and demand whatsoever or howsoever, of him the said earl of A. in and to the said hereby assigned yearly sum of 200*l.* and every part and parcel thereof; *To have*, hold, receive, take and enjoy, the said hereby assigned yearly sum of 200*l.* unto the said J. R. his executors, administrators and assigns, from henceforth, as and for his and their own proper monies, when and as the same shall become due and payable, for and during the natural life of the said earl, and his continuing one of the lords of his majesty's bed-chamber; *And* for the better enabling the said J. R. his executors, administrators and assigns, to receive the said yearly sum of 200*l.* hereby assigned to and for his and their own use and benefit; He the said earl of A. Hath, and by, &c. *Doth* nominate, ordain, constitute and appoint and in his place and stead depute and put the said

said J. R. his executors, administrators and assigns, the true and lawful attorney and attornies, assignee and assignees, irrevocable of him the said earl, and in his name (but to and for the only use and benefit of his executors, administrators and assigns) to ask, demand and receive the said hereby assigned yearly sum of 200*l.* of and from all and every person or persons, who are or shall be liable to pay the same; and upon receipt thereof, or any part thereof, to make and give such acquittances, receipts and discharges for the same as shall be necessary and sufficient for that purpose. *In witness* whereof he the said earl hath hereunto set his hand and seal this — day of — in the year of our Lord —.

II. Concerning Apprentices.

An Assignment of an Indenture of Apprenticeship.

THIS INDENTURE made, &c. *Between C. H. of — of the* Recital of in-
one part, and S. W. of — of the other part. Whereas H. denture of
P. son of J. P. late of — by his indenture of apprenticeship, bearing apprenticeship.
date, &c. became the apprentice of the said C. H. for the term of
seven years, commencing from the date thereof; as by the said inden- Consideration,
ture, relation, &c. Now this Indenture witnesseth, That the said C. H.
for divers good causes and considerations him hereunto moving and by
and with the desire and consent of the said H. P. the apprentice, (testi-
hed by his signing and sealing these presents,) Hath assigned, transfer-
red and turned over, and by, &c. Doth, &c. unto the said S. W. the
said H. P. the apprentice, and the said indenture of apprenticeship, and
all the right, title, interest, term, service, benefit, claim and demand
whatsoever, of him the said C. H. of, in, or unto the said apprentice, by
force and virtue of the said recited indenture or otherwise howsoever;
To have and to hold the said apprentice, and the said indenture of ap-
prenticeship, right, title, interest, benefit and service, hereby assigned
unto the said S. W. his executors, administrators and assigns, from
henceforth, for and during all the residue and remainder now to come
and unexpired of the said apprenticeship or term of seven years afore-
said; and that in as ample and beneficial a manner and form to all in-
tents and purposes whatsoever as he the said C. H. might, could or
ought to have held and kept the said apprentice by force and virtue of
the said recited indenture or otherwise howsoever; (Under and subject Covenant to
nevertheless to the covenants and agreements therein on the part of the perform the
said C. H. to be done and performed; And the said W. S. doth for covenants in
himself, his executors and administrators, covenant, promise and agree to the indenture
and with the said C. H. his executors and administrators, by these pre- of apprentice-
sents, that he the said S. W. his executors and administrators, shall and ship.
will well and truly observe, perform, fulfil and keep the covenants and
agreements in the said recited indenture of apprenticeship, on the part
and behalf of the said C. H. to be done and performed.

Assignments.

other demands whatsoever relating thereto, due and owing unto the said doctor J. H. and dame M. B. his wife, or either of them, on the day of the date hereof, whether the accounts thereof be stated or not, together with all such interest which shall from henceforth accrue and become due for the same respectively; and all the estate, right, title, interest, property, claim and demand whatsoever of him the said doctor J. H. of, in and to the same and every or any part or parcel thereof; *To have and to hold*, receive, take and enjoy the said arrears of the said annuity or yearly rent-charge of 500*l.* and all and singular other the premises herein before bargained, sold and assigned from henceforth unto the said two trustees, their executors, &c. *In trust nevertheless* for the said doctor J. H. his executors, administrators and assigns, and to and for no other use, trust, intent or purpose whatsoever. *And this Indenture further witnesseth*, That to the intent, the property of disposition of the said annuity or rent-charge, and the interest thereof that may hereafter become due during the coverture between him and his said wife, may be absolutely vested in trust for the said doctor J. H. his executors, administrators and assigns, and for and in consideration of the sum of 5*s.* &c. (as above) he the said doctor J. H. *Has* bargained, &c. unto the said (two trustees,) their executors, &c. The said annuity or yearly rent-charge of 500*l.* and the interest thereof which shall from henceforth grow due, and all the estate, right, title, &c. *To hold* the said annuity or yearly rent-charge, &c.

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said J. R. his executors, administrators and assigns, the true and lawful attorney and attornies, assignee and assignees, irrevocable of him the said earl, and in his name (but to and for the only use and benefit of his executors, administrators and assigns) to ask, demand and receive the said hereby assigned yearly sum of 200*l.* of and from all and every person or persons, who are or shall be liable to pay the same; and upon receipt thereof, or any part thereof, to make and give such acquittances, receipts and discharges for the same as shall be necessary and sufficient for that purpose. *In witness* whereof he the said earl hath hereunto set his hand and seal this — day of — in the year of our Lord —.

II. Concerning Apprentices.

An Assignment of an Indenture of Apprenticeship.

THIS INDENTURE made, &c. *Between C. H. of — of the* Recital of in-
one part, and S. W. of — of the other part. Whereas H. denture of
son of J. P. late of — by his indenture of apprenticeship, bearing apprenticeship.
date, &c. became the apprentice of the said C. H. for the term of
seven years, commencing from the date thereof; as by the said inden- Consideration,
ture, relation, &c. Now this Indenture witnesseth, That the said C. H.
for divers good causes and considerations him hereunto moving and by
and with the desire and consent of the said H. P. the apprentice, (testi-
fied by his signing and sealing these presents,) Hath assigned, transfer-
red and turned over, and by, &c. Doth, &c. unto the said S. W. the
said H. P. the apprentice, and the said indenture of apprenticeship, and
all the right, title, interest, term, service, benefit, claim and demand
whatsoever, of him the said C. H. of, in, or unto the said apprentice, by
force and virtue of the said recited indenture or otherwise howsoever;
do have and to hold the said apprentice, and the said indenture of ap-
prenticeship, right, title, interest, benefit and service, hereby assigned
unto the said S. W. his executors, administrators and assigns, from
henceforth, for and during all the residue and remainder now to come
and unexpired of the said apprenticeship or term of seven years afore-
said; and that in as ample and beneficial a manner and form to all in-
terests and purposes whatsoever as he the said C. H. might, could or
ought to have held and kept the said apprentice by force and virtue of
the said recited indenture or otherwise howsoever; (Under and subject Covenant to
nevertheless to the covenants and agreements therein on the part of the perform the
said C. H. to be done and performed; And the said W. S. doth for covenants in
himself, his executors and administrators, covenant, promise and agree to the indenture
and with the said C. H. his executors and administrators, by these pre- of apprentice-
sents, that he the said S. W. his executors and administrators, shall and ship.
will well and truly observe, perform, fulfil and keep the covenants and
agreements in the said recited indenture of apprenticeship, on the part
and behalf of the said C. H. to be done and performed.

expiration of his apprenticeship to buy him necessities
 Proviso that if the apprentice himself, these articles to be void.

to be paid unto the said T. G. the full sum of 6l. 6s. within one month next after the end of his said apprenticeship, which will expire on the, &c. to buy him cloaths and what other necessities he shall think fit. *Provided always*, and it is hereby expressly agreed between all the parties hereto, That in case he the said T. G. shall not serve out the residue of his said apprenticeship with the said E. C. in manner as aforesaid, according to the true intent and meaning of these presents, or that if he the said T. G. shall at any time absent himself from the service of the said E. C. for the space of two days, (without the consent of the said E. C.) then in any such case *these presents, and every covenant, matter and thing, herein before contained, shall be absolutely null and void*; any thing herein contained to the contrary notwithstanding. *And lastly*, for the true performance, &c. (Penalty). *In witness, &c.*

An Assignment of an Indenture of Apprenticeship, in Consideration of finding Victuals, &c. according to the Custom of London, &c. with a Covenant to endeavour to procure the Apprentice's Freedom.

Recital of indentures.

Consideration of finding victual, &c. according to the custom of London.

TO ALL PERSONS to whom, &c. J. H. citizen and vintner of London, sendeth greeting. *It bears* J. B. (son of H. B. late of, &c. deceased) by his indenture of apprenticeship, dated the, &c. *Hath* bound himself to the said J. H. as an apprentice, him to serve from the date thereof, for and during the term of seven years, in such manner as therein mentioned, as by the said indenture more fully may appear; *Now these presents witness*, That in consideration that J. B. of London merchant, hath agreed from the date hereof to find and provide the said J. B. with meat, drink, lodging, apparel, and all other necessities, according to the custom of the city of London, during the residue of the said term of seven years, and to indemnify the said J. H. therefrom, and also for other good considerations him thereunto moving, *He the said J. H. (at the request of, and by and with the consent and approbation of the said J. B. testified by his subscribing his name as witness hereto) Hath, and by these presents, as much as in him lies, Doth* freely, clearly and absolutely assign transfer and set over, unto the said J. B. his executors, administrators and assigns. *As well* the said recited indenture, and all benefit whatsoever to be had or made thereof, *As also* all the right, interest, property, profit, advantage, claim and demand whatsoever or howsoever, to arise or be had or made to him the said J. H. from henceforth, of the service of him the said J. B. during all the now residue of the said term of seven years, by force, virtue or means of his said indenture of apprenticeship, or otherwise howsoever; *And* he the said J. H. *Doth* hereby for himself, his executors and administrators, covenant, promise and agree to and with the said J. B. his executors, administrators and assigns, that he the said J. H. his executors or administrators, at the end of the said seven years, shall and will at the request and charge of the said J. B. use his utmost endeavours to obtain and procure the said J. B. to be made a freeman as well of the vintners company in the said city of London, as also of the same city. *In witness* whereof the said J. H. hath hereunto set his hand and seal, this — day, of, &c.

An Assignment of an Assignment of an Apprentice, wherein the now Assignor releases his Right to the Assignee, and the Apprentice covenants to serve ; with other Covenants as to finding Clothes, &c.

THIS INDENTURE TRIPARTITE made the, &c. *Between* T. H. of, &c. butcher, and J. T. his now apprentice, of the first part, E. C. of, &c. butcher of the second part, and R. W. of, &c. widow, of the third part. *Whereas* by a certain indenture or instrument in writing, dated, &c. the said J. T. Did thereby put and bind himself as an apprentice duly to serve to N. H. glover from the date thereof for the term of seven years ; *And whereas* by an indorsement made thereon dated, &c. the said J. T. by the consent of the said N. H. Did thereby bind himself to the said T. H. as an apprentice for the term of six years and three months, being then the remainder of his seven years apprenticeship : *Now these presents witness*, That the said T. H. for good considerations him thereunto moving, *Doth*, and by these presents *Doth*, by and with the consent of the said J. T. (testified by his executing hereof) assign, transfer and set over unto the said E. C. his executors and assigns, the above recited indenture or instrument, and all benefit, profit and advantage whatsoever, which from henceforth can, shall or may be had or made by virtue of any service of the said J. T. *And* the said T. H. *Doth* hereby remise, release and for ever quit-claim unto the said E. C. his executors and assigns, *All* the right and interest, term of years, property and demand whatsoever of the said J. H. of, in or to the service of the said T. H. or of, in or to any profit or advantage whatsoever to arise or be had or made thereby by virtue of the same instrument, or otherwise howsoever ; *And* the said E. C. in consideration that he may be fully instructed in the trade of a butcher, and also that the said E. C. is to find and provide him with meat, drink, washing, lodging, and all apparel (except stockings and shirts) during the said four years, *Doth* by these presents (by and with the consent of the said J. H. testified also by his executing hereof) voluntarily and of his own free will and accord, covenant and bind himself unto the said E. C. his executors and assigns, for and as an apprentice, in all respects duly to serve, according to the purport of the before recited indenture or instrument, from the date hereof, from and during the residue of the said term of four years from hence next ensuing : *And* the said E. C. in consideration of such service to be so performed, *Doth* hereby covenant to and with the said R. W. her executors and assigns, That he the said E. C. his executors and assigns, shall and will use his utmost endeavours to teach and instruct him the said J. T. in the trade of a butcher ; and also that he and they, at his and their charge, shall and will find and provide the said J. T. with meat, drink, washing, lodging, and all apparel (except stockings and shirts ;) *And also* before the end of the said four years (on his the said J. T.'s good behaviour) give to him the said J. T. a new suit of clothes ; *And* the said R. W. *Doth* hereby covenant to and with the said E. C. his executors and assigns, that she the said R. W. her executors and assigns, at her and their charge, during all the said term of four years, shall and will find and provide the said J. T. with stockings and shirts proper and convenient ; *And* each of the parties hereto, for true performance of each party's part to be paid and performed, do and doth hereby

Apprentice to a glover turned over to a butcher, who now assigns him to another butcher,

and releases his service, &c

The apprentice covenants and binds himself to his new master.

The new master covenants to instruct him, and find him victuals, &c. and some clothes.

A friend of the apprentice to find other clothes.

Pclat'y.

hereby bind themselves to each other in the penal sum of 5*l*. firmly by these presents. *In witness, &c.*

An Agreement on cancelling the above Assignment.

WE the above named *E. C. R. W.* and *J. T.* Do hereby agree and declare, that the above mentioned articles, and all and every the articles, covenants, clauses, conditions and agreements therein contained, shall from henceforth be null, void, and of no effect; any law, usage, custom, or otherwise whatsoever to the contrary thereof notwithstanding. *As witness our hands this — day of, &c.*

An Assignment of an apprentice who has absented, whereby (in Pursuance of an Agreement) he is assigned over; and he covenants to serve the Time in the Indentures, and further Time; with Variety of special Covenants.

Boud time
to come.

Absence and
differe. ca.

Agreements.

Assignment.

The appren-

THIS INDENTURE, &c. made, &c. *Between N. T. of London, Taylor, R. W. of, &c. Taylor, and W. H. of London, packer, and E. H. his brother Whereas by indenture dated, &c. the above named E. H. is bound as an apprentice to the said N. T. for the term of seven years, from the date of the said indenture, of which time there is now to come about three years and seven months; And whereas the said E. H. having for some part of his term absented himself from the service of the said N. T. and some differences having happened between them, It is agreed, upon the considerations and covenants herein after mentioned, That the said E. H. shall serve the remainder of the said seven years with the said R. W. and he the said E. H. hath further agreed to serve the said R. W. after the expiration of the said term of seven years, a further additional term of about 17 months, which in the whole from the date hereof, is complete and make up the same to a term of five years: Now these presents witness, That the said N. T. in consideration that the said R. W. from the date hereof is to find and provide the said E. H. with all things needful and necessary as a servant, and thereof and therefrom to save harmless and indemnified the said N. T. as also of teaching him the trade of a taylor, and also for and in consideration of the sum of 5*l*. of lawful money, covenanted to be paid him as herein after is mentioned, by the said W. H. and for other valuable considerations him moving, Hath, (by and with the consent of the said W. and E. H. testified by their signing and sealing hereof) assigned, transferred and set over, and by, &c. Doth, &c. unto the said R. W. the said recited indenture of apprenticeship, and all the right, title, interest, advantage, service, command and demand whatsoever which the said N. T. now hath, may, might, or of right ought to have by virtue of the said recited indenture, or otherwise howsoever; to have, hold and enjoy the same, unto the said R. W. his executors, administrators and assigns, from the day of the date of these presents, for and during all the residue and remainder now to come and unexpired of the said term of seven years, in as full and ample manner, to all intents and purposes whatsoever, as he the said N. T. could or might have enjoyed the same, in case these presents had not been made; And the said E. H. by and with the consent of the said brother*

brother *W.* testified as aforesaid, doth hereby covenant and bind himself to the said *R. W.* his executors, administrators and assigns, for such further term of about 17 months, as shall immediately from and after the expiration of the said term of seven years, make the full and complete term of five years; and that he the said *E. H.* during all the said five years shall not, without the consent of the said *R. W.* absent himself from his service, either by day or night; and also shall and will faithfully, diligently and honestly, during the said five years, serve the said *R. W.* and all his lawful orders and commands do, observe and perform in all respects to his utmost, as an honest faithful servant ought to do: *And* the said *R. W.* for himself, his, &c. doth hereby covenant and agree to and with the said *N. T.* his executors and administrators in manner following, *viz.* That he the said *R. W.* shall and will during all the remainder of the said seven years now to come, find and provide the said *E. H.* with meat, drink, washing, lodging, apparel (linen excepted), and all other necessaries, needful and requisite for a servant, as usual, and thereof and therefrom shall save, keep harmless and indemnified the said *N. T.* his, &c. and also shall use his endeavours to teach and instruct, or cause to be taught and instructed, the said *E. H.* in the trade of a ———: *And* the said *R. W.* doth likewise covenant with the said *E. H.* that he the said *R. W.* shall, during the said additional term of 17 months, to commence as aforesaid, find and provide him the said *E. H.* with all things needful and requisite, as usual, in manner as afore-mentioned: *And* the said *N. T.* for himself, &c. doth hereby covenant and agree to and with the said *E. H.* that when he the said *E. H.* shall have duly served the said *R. W.* his executors or assigns, the said full term of five years, in manner as aforesaid, that then he the said *N. T.* his executors, administrators or assigns, shall and will (at the request, cost and charges of the said *E. H.*) use his utmost power and endeavour to cause and procure the said *E. H.* to be made a freeman of the city of London, and of the company of merchant-tailors, as tho' he the said *E. H.* had actually served him the said *N. T.* all the said term of seven years, pursuant to the said recited indentures: *And* the said *W. H.* for himself, his executors and administrators, doth by these presents covenant and agree to and with the said *R. W.* his executors, administrators and assigns, That he the said *W. H.* shall and will, during all the said five years, find and provide the said *E.* his brother with shirts, neckcloths, and other linen proper; and also in case he the said *E. H.* shall not from the date hereof well and faithfully serve the said *R. W.* his executors, administrators and assigns, during the said term of five years, or in case he the said *E. H.* shall during that term absent himself from his service, either by day or night, without the privity or consent of the said *R. W.* that then he the said *W. H.* his heirs, executors, administrators or assigns, shall pay, or cause to be paid, unto the said *R. W.* his executors, administrators or assigns, the full sum of 30*l.* of lawful money of Great Britain; *And* for the true performance hereof, the said *W. H.* doth hereby for himself, his heirs, executors and administrators, bind and oblige himself to the said *R. W.* his executors, administrators and assigns, in the penal sum of 60*l.* of lawful money firmly by these presents; *And* the said *W. H.* for the considerations above mentioned, doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *N. T.* his executors and assigns, that he the said *W. H.* his heirs, executors or administrators

tice binds himself to the assignee.

The new master covenants with the old master to find meat, &c.

and to instruct, &c. and with the apprentice as to further time.

The old master covenants that after all such servitude, to endeavour to get the apprentice's freedom.

Apprentice's friend covenants to find clothes,

and in case the apprentice shall absent himself, to pay a sum of money to the new master, and to pay the old master 20*s.* per ann in consideration of the premises.

administrators

administrators, shall and will pay, or cause to be paid, unto the said *N. T.* his executors, administrators or assigns, the full sum of 5*l.* of lawful money, by five yearly payments, at 20*s.* each, in manner following, *viz.* 20*s.* the first payment on *Midsummer-day*, next, and so 20*s.* yearly on every *Midsummer-day* successively, until the said 5*l.* shall be fully paid, the last of which payments to be at *Midsummer* —. And for the true performance of which several payments aforesaid on the respective days aforesaid, he the said *W. H.* doth hereby for himself, his heirs, executors and administrators, bind and oblige himself to the said *N. T.* his executors, administrators and assigns, in the penalty of 10*l.* firmly by these presents. *In witness, &c.*

An Assignment of two Apprentices.

Years to
come.

Assignment:

Power.

Covenant for
faithful ser-
vice.

The master
to use them
well, and find
them neces-
saries.

TO ALL, &c. I *A. N.* citizen, &c. send, &c. *Whereas* my apprentices *J. S.* and *G. R.* have certain years yet to come and unexpired of their several apprenticeships, to wit, the said *J. S.* one whole year and a half, from the feast of, &c. last past, and the said *G. R.* the space of two years and a half, from the said feast, as by their several indentures thereof unto me the said *A. N.* made and sealed at large, it doth and may appear: *Now know ye*, That I the said *A. N.* for divers, &c. and the rather for that it stands with the good liking and pleasure of my said apprentices, *Have given, granted, assigned and set over*, and by these presents *Do, &c.* unto my well beloved friend *R. H.* citizen and *H.* of *London*, *All such right, &c.* which I the said *J. N.* have of, in and to the said *J. S.* and *G. R.* my said apprentices, or which I might or ought to have of and in them or either of them, by force and virtue of the above recited indentures of apprenticeships, that is to say, the true and faithful service of *J. S.* for and during the space of one whole year and a half from, &c. as aforesaid; and the like honest and dutiful service of *G. R.* for and during the time and space of two whole years and a half, &c. from the feast-day as is afore declared; *Giving* and by these presents granting unto the said *C. B.* my full power and lawful authority for the having, keeping and enjoying of my said apprentices, during the times before mentioned and not expired; *And moreover*, the said *A. N.* doth by these presents covenant, promise and grant, to and with the said *C. B.* his, &c. that the said *J.* and *G.* his apprentices shall, during their several times, well and truly serve the said *C. B.* as their master, and his commandments lawful and honest every where shall do, and from the service of him, they, nor either of them, shall not be absent or prolong himself by day or by night, during the said several terms of their aforesaid apprenticeships yet to come and unexpired; *Provided* that he the said *C. B.* their master shall well intreat and use the said *J.* and *G.* as becometh apprentices in such case to be used, finding unto them, and either of them, meat, &c. and all other necessaries during the said term. *In witness, &c.*

An Assignment of an Indenture of Apprenticeship by the Executor of the deceased Master.

TO ALL PEOPLE to whom, &c. I S. of, &c. gent. executor of the last will and testament of R. D. of, &c. ironmonger, deceased. send greeting. *Whereas* A. B. (son of C. B. of, &c.) Did of his own free and voluntary will, by and with the advice and consent of the said C. his father, testified, &c. by his indenture of apprenticeship, bearing date, &c. put himself apprentice to the said R. D. the science, art, trade or mystery of an ironmonger, which he the said R. D. then used, to be taught and instructed, and him the said R. D. after the manner of an apprentice to serve from the day next before the date of the said recited indentures, for and during and unto the full term of seven years from thence next ensuing, and fully to be compleat and ended; as in and by the said recited indentures of apprenticeship it doth and may appear: *And whereas* the said R. D. on or about the, &c. departed this life, having first made his last will and testament in writing, and thereby appointed me the said S. B. sole executor thereof; as in and by the said last will and testament it doth and may appear: *And whereas* the said A. B. hath already served four years (part of the said term of seven years) *And* that the said A. B. may serve out the remainder or the said term of his apprenticeship, and be fully taught and instructed in the said mystery, art or trade of an ironmonger, according to the contents of the said indentures; *Know ye* therefore, that I the said S. B. at the request of the said A. and by and with the advice and consent of the said C. B. his said father, testified by their executing hereof, and for divers other good causes and valuable considerations me hereunto moving. *Have* granted, assigned and set over, and by these presents *Do* fully and absolutely grant, assign and set over unto S. P. of, &c. ironmonger *All* such right, title, duty, term of years yet to come, service and demand whatsoever, which I the said S. B. have or hath in or to the said A. B. or which I may or ought to have in him by force and virtue of the said indenture of apprenticeship, as being executor to him the said R. D. as aforesaid: *And moreover*, I the said S. B. *Do* by these presents covenant, promise and agree, to and with the said S. P. his executors and assigns, that notwithstanding any matter or thing by me the said S. B. already done or to be done hereafter to the contrary, the said A. B. shall as an apprentice for and during the space and term of three years from the date of these presents, (being the remainder of the said term of seven years) well and truly serve the said S. P. as his master, and his commands lawful and honest shall do, and from his service shall not absent himself day or night during the said term of three years, (remainder of the said term of seven years as aforesaid;) *The* said C. B. during the said term finding and providing for the said A. B. his said son sufficient wearing apparel of all sorts fitting for such apprentice. *And* the said S. P. for himself, his executors and administrators, *Doth* hereby covenant, promise, grant and agree to and with the said C. B. his executors and administrators, that he the said S. P. his said apprentice, the said art, science, trade or mystery of an ironmonger, which he now useth, shall and will not only well and sufficiently teach and inform, or cause to be taught and informed, the best way

Recital of being bound.

Master's death.

Executor appointed.

Time served.

Assignment.

Covenant to serve the assignee,

He finding apparel.

Master's covenant to teach the apprentice, and find victuals, &c.

way that he may or can, but also shall and will find and provide for him the said *A. B.* his said apprentice meat, drink, washing and lodging, meet and convenient for such apprentice during the said term of three years, residue and remainder of the said term of seven years. *In witness, &c.*

III. Of Articles of Agreement.

An Assignment of Articles of Agreement for the Sale of Timber, and the Money arising therefrom for the Payment of Debts in a Schedule.

Recital of the
articles.

THIS INDENTURE TRIPARTITE, made, &c. *Between A. B. of, &c. of the first part, C. D. of, &c. and E. F. of, &c. of the second part, and G. H. of, &c. J. K. &c. of the third part. Whereas by articles of agreement indented, bearing date, &c. made, &c. Between the said A. B. of the one part, and K. E. of, &c. of the other part, It is witnessed, that the said A. B. for the consideration therein after mentioned, Did grant, &c. unto the said K. E. All the merchantable oak-timber then standing and growing in, &c. In consideration whereof the said K. E. Did thereby for himself, his executors and administrators, agree to and with the said A. B. his heirs, executors and administrators, that he the said K. E. his executors, administrators or assigns, should and would pay, or, &c. unto the said A. B. his, &c. for the said timber, after the rate of ———— per ton. And it is thereby mutually covenanted, &c. by, &c. that the said timber should be measured according to custom 50 feet per ton, round measure; And also the said parties Did thereby agree for themselves, &c. that the said timber should be felled, &c. (Reciting the whole agreement :) Now the Indenture witnesseth, That for the further and better securing the payment of all the debts mentioned and contained in the schedules hereunto annexed, and for and in consideration of the sum of, &c. he the said A. B. Hath bargained, sold, assigned, transferred and set over, and by, &c. Doth, &c. unto the said C. D. and E. F. their, &c. The said recited articles of agreement made between him the said A. B. and the said K. E. and all monies hereafter due, payable or to be paid thereupon, and the full benefit, profit and advantage thereof, from and after &c. last past, the payment then due being to be made to the said A. B. to and for his own use; To have and to hold the said articles, and all the said monies due and payable, or to be paid thereupon, and the full benefit, profit and advantage thereof, unto the said C. D. and E. F. their executors, administrators and assigns, Upon the trusts nevertheless, and to and for the uses, intents and purposes herein after mentioned, expressed and declared concerning the same: And it is hereby declared and agreed by, &c. all, &c. that the said recited articles and the benefit thereof, and of the money thereby payable, is and are so assigned to the said C. D. and E. F. upon the trusts following, (that is to say,) Upon trust that the said C. D. and E. F. their executors, &c. do and shall receive and take of and from the said K. E. his, &c. all such sum and sums of money as shall become due and payable by force or virtue of the said articles, and pay and apply the same money in discharge of the costs and charges of the trusts hereby created; and after the pay-*

Trusts.

ment of the same, then *Upon trust* to pay and discharge the principal money and interest due to the several persons in the schedules hereunto annexed, or so far as the same will extend, in such proportions, &c. And Letter of for the purposes aforesaid the said *A. B.* Hath made, &c. and by, &c. attorney. Deth, &c. the said *C. D.* and *E. F.* his true and lawful attornies irrevocably, &c. for him and in his name, or in the names of the said trustees, their executors and administrators, but for the purposes aforesaid, to ask, &c. of and from the said *K. E.* All such sum, &c. which now are or shall grow due and payable to the said *A. B.* his, &c. upon or by virtue of the said recited articles, and to take and use all lawful ways, &c. *In witness, &c.*

An Assignment of Articles of Agreement for the Sale of Goods.

By Indorsement.

KNOW, &c. indorsed, That I *A. B.* &c. administratrix of the within named *C. B.* late, &c. deceased, for and in consideration of, &c. the receipt, &c. Have granted, bargained, sold and assigned, and Do hereby grant, &c. unto the said *D. E.* of, &c. the within written articles of agreement, and all and every the goods mentioned in the schedule thereunto annexed; and all or any sums of money to become or grow due by or upon any covenant or agreement therein contained; and all right of action, estate, benefit, advantage, claim and demand whatsoever relating thereto, to which thereby or otherwise, in any manner of wise I am intitled; *To have*, hold, receive, take and enjoy all and singular the said goods, and all other the premises, with the appurtenances, unto the said *D. E.* his, &c. to his and their own use and uses, and as his and their own proper goods and chattels from henceforth forever, free and clear of all former and other estates, debts, charges and incumbrances whatsoever committed, done or suffered by me the said *A. B.* or the said *C. B.* deceased, or any other person or persons whatsoever: And I the said *A. B.* Do make, &c. the said *C. D.* his, &c. to be my true and lawful attorney, to demand, &c. All and singular the said premises before bargained, &c. by all lawful ways and means whatsoever, and upon receipt, &c. *In witness, &c.*

IV. Of Attornies Clerks.

An Assignment of Articles of Clerkship.

THIS INDENTURE TRIPARTITE, made the, &c.- Between *E. S.* of, &c. of the first part, *J. S.* (nephew of the said *E. S.*) of the second part, and *P. P.* of the third part. *Whereas, &c.* (Recital of Articles of Clerkship. See Tit. Recita's :) Now this indenture witnesseth, that (in consideration the said *P. P.* hath agreed from the date hereof to find and provide the said *J. S.* with competent and sufficient meat, drink washing and lodging during the now residue of the said term of five years, and also to pay him the said *J. S.* the yearly sum of 10*l.* for ann. during the last three years of the said term of five years; and likewise

Assignments.

Covenant to
instruct.

Covenant to
find vicuals,
&c.

likewise at the end of the said term to use his endeavours to get the said *J. S.* admitted an attorney in such manner as herein after expressed) be the said *E. S.* (at the request, and by and with the consent and approbation of the said *J. S.* testified by his being a party to and executing hereof) *Wath*, and by these presents (as much as in him lies) *Doth* freely, clearly and absolutely assign, transfer and set over unto the said *P. P.* his executors and assigns, *As well* the said recited articles, and all benefit whatsoever to be had or made thereof; *As also* all the right, interest, property, profit, advantage, claim and demand whatsoever or howsoever to arise, or be had or made to him the said *E. S.* from henceforth, of the service of him the said *J. S.* during the now residue of the said term of five years, by force, virtue or means of the said recited articles, or otherwise howsoever. And he the said *P. P.* for himself, &c. doth hereby covenant, &c. to and with the said *E. S.* his, &c. by these presents in manner as follows, *viz.* That he the said *P. P.* shall and will, at all times during the residue of the said five years, in the best manner he can, instruct and inform the said *J. S.* as his clerk, in the business or practice of an attorney in his majesty's courts of *K. B.* and *C. P.* and also as solicitor in the courts of *C.* and *E.* and all other courts which be the said *P. P.* now or shall use and practice during the residue of the said term, and in all the manner, method and reasons of doing the same, and also that the said *P. P.* his executors or assigns, shall and will, from the day of the date hereof, at his and their charge, find, allow and provide the said *J. S.* competent and sufficient meat, drink, washing and lodging, during all the now residue of the said term of five years, and thereon and therefrom save, keep harmless and indemnified the said *E. S.* his executors and administrators; *And also* that he the said *P. P.* his executors or assigns, shall and will well and truly pay to the said *J. S.* during the last three years of the said term of five years, the yearly sum of *10*l** clear of all deductions whatsoever, for and towards his expenses and for finding him with clothes and other necessities; the same to be paid to him yearly on the first day of every *Hilary* term, *Easter* term, *Trinity* term, and *Michaelmas* term, by four equal proportions; the first of which payments being *50*s**. to begin and be made on the first day of *Hilary* term now next ensuing. *And lastly*, each of them the said *E. S.* and *P. P.* do hereby covenant with the said *J. S.* that they the said *E. S.* and *P. P.* at the request and charge of the said *J. S.* at any time after the expiration of the said term of five years, shall and will make several affidavits of the respective times of service of him the said *J. S.* with them the said *E. S.* and *P. P.* and also do any other lawful act for the getting him the said *J. S.* to be admitted as an attorney either in his majesty's courts of *K. B.* or *C. P.* at *Westminster*, as shall be adjudged needful and requisite for that purpose. *In witness, &c.*

Part of another.

Recital of the
master's
death.

Assignment.

WHEREAS the said *C. E.* is lately dead, and the said *T. K.* having duly served his clerkship to the said *C. E.* from, &c. to the time of his death, is now desirous to serve the remainder of his term of five years clerkship to and with the said *A. B.* *Now this Indenture witnesseth*, That the said *T. K.* (by and with the consent of his father the

the said *E. K.* testified by his executing hereof) *Hath*, and by these presents *Dob* put himself to the said *A. B.* him to serve as his clerk for the remainder of the said term of five years, to commence from the day of the date of these presents: *And this Indenture further witnesseth*, That Covenant. they the said *E. K.* and *T. K.* for themselves jointly and severally, and to serve for their several and respective heirs, executors and administrators, do covenant, promise and agree, to and with the said *A. B.* his executors, administrators and assigns, by these presents, that he the said *T. K.* from the day of the date hereof, shall and will well, truly, faithfully and diligently serve the said *A. B.* as his clerk during the remainder of the said term of five years: *And* that he the said *T. K.* during the remainder of the said term, the secrets of the said *A. B.* shall keep; the goods, money, stamps and writings of the said *A. B.* he the said *T. K.* shall in no wise imbezil or lose, nor suffer any other person or persons whatsoever to do; and also shall make just and give true accounts of all monies whatsoever which he at any time shall receive from, or to or for the use of the said *A. B.* or any of his clients, unto him the said *A. B.* or his assigns; and also that he the said *T. K.* shall not at any time absent himself from the service of the said *A. B.* during the remainder of the said term, without leave of the said *A. B.* and further, that he the said *T. K.* during the remainder of his term of clerkship, shall and will in all things behave himself towards the said *A. B.* his master, in all respects as becomes a clerk so to do: *And this Indenture further witnesseth*, That the said *A. B.* (in consideration of such service of clerkship to be performed to him by the said *T. K.* in manner as aforesaid; and also in consideration of the sum of, *£c.* to him by the said *A. B.* in hand paid by the said *E. K.* at or before the executing thereof, the receipt, *&c.*) *Dob* hereby covenant and agree to and with the said *E. K.* his executors and administrators, that he the said *A. B.* shall and will, to the best of his knowledge, during the remainder of the said term of five years, teach and instruct the said *T. K.* in the practice of an attorney, and in all business relating thereunto wherein he the said *A. B.* now practises the same in his majesty's court of common pleas at *Westminster*, and in all other courts; *And also* that he the said *A. B.* during the remainder of the said five years, shall at his charge find and provide the said *T. K.* with lodging only, *It being mutually agreed* between all parties, that the board and maintenance, and all things necessary for the said *T. K.* during the remainder of the said term, shall be found and provided by himself, or at the said *E. K.*'s charge; and that the said *A. B.* shall at all times be by them, or one of them, freed, discharged and indemnified of and from the same. *In witness, &c.*

Fidelity, &c.

Covenant to instruct, &c.

An Assignment of Artic's of Clerkship by Indorsement.

WE the within named parties, having, and by these presents (by mutual consent) agreeing to vacate the within written contract, between the within named *A. B.* at the request, and by and with the approbation of the within named *P. J.* and *F. J.* his son, testified by their being parties hereto, and sealing and executing of these presents. *Do* (in pursuance of an act of parliament made in the second year of his present majesty's reign, intituled, an act for the better regulation of attornies and solicitors,

Assignment of clerkship.

Assignments.

Acceptance
of the clerk.

Release of the
old articles,
and the cove-
nants therein,

licitors) assign and turn over the said *F. J.* to *R. F.* of *Serjeants-Inn, London*, gent. to serve him as his clerk, under the conditions within mentioned, for the remainder of the within mentioned term of five years: *And* I the said *R. F.* being one of the attornies of his majesty's court of common pleas, duly sworn admitted and inrolled, Do by these presents, in consideration of the sum of 65*l.* in hand paid to me by the said *R. B.* the receipt whereof I do hereby acknowledge, and thereof and therefrom him and his heirs acquit, release and discharge by these presents) accept, take and receive him the within named *F. J.* to continue and be with me as my clerk during the remainder of the within mentioned term of five years, and under the conditions in the within written articles mentioned; *And* in consideration of the above premisses we the within named *R. B. P. J.* and *F. J.* do hereby jointly and severally for ourselves, and our several executors, administrators and assigns, mutually release and discharge each other, our executors and administrators, of and from the within articles, and of and from the performance thereof, and of all and every the covenants therein contained. *In witness, &c.*

V. Of Bills.

An Assignment of a Bill of Sale of Goods, annexed.

Recital of bill
of sale.

TO ALL PERSONS to whom these presents shall come, *J. S.* of *Essex*, sendeth greeting. *Whereas G. H.* of *Essex*, in and by his deed or bill of sale under his hand and seal, bearing date, *Essex* (and which is to these presents annexed) *Did* for the consideration therein expressed, bargain, sell and deliver unto me the said *J. S.* all and every his the said *G. H.*'s goods, utensils and implements of household, remaining and being in and about his dwelling-house therein mentioned, in the schedule or inventory to the same deed or bill of sale annexed, particularly mentioned and expressed, and all his the said *G. H.*'s right, title and interest therein and thereunto; *To have and to hold* to and to the use of me the said *J. S.* my executors, administrators and assigns for ever, as by the said recited deed or bill of sale, and the schedule thereunto annexed, reference being thereunto had, may appear; *Which* said bargained premisses are in my possession as tenant under the said *G. H.* of the said messuage or tenement wherein the same goods are remaining and being: *Now know all Men b. these presents*, That I the said *J. S.* for and in consideration of the sum of — — — of lawful, *Essex*, to me in hand paid by *E. E.* of *Essex*, the receipt whereof I do hereby acknowledge, and myself therewith fully satisfied, have bargained, sold, assigned and delivered, and by these presents in plain and open market do bargain, sell, assign and deliver unto the said *E. E.* all and every the goods, utensils and implements of household, in the above recited bill of sale and schedule thereunto annexed mentioned, and thereby to me bargained and sold as aforesaid; *To have and to hold* the said bargained premisses unto the said *E. E.* his executors, administrators and assigns for ever (*Warranty*) *And* the said *J. S.* his, *Essex*, shall and will peaceably and quietly permit and suffer the said *E. E.* his executors, administrators and assigns, to enter

enter and come into and upon the said messuage, or tenement, at reasonable times, to have, take and carry away the said bargained premises at his and their wills and pleasures. *In witness, &c.*

Liberty to take the goods away.

An Assignment of a conditional Bill of Sale of Goods and a Bond for Security of Money lent.

THIS WRITING INDENTED made, &c. *Between A. &c.* Recital of bill of sale,
of the one part, and *B. &c.* of the other part. *Whereas C.* of, &c. by bill of, &c. sale under his hand and seal, bearing date, &c. reciting therein, That *whereas* the said *C.* by bond under his hand, &c. therein reciting a bond,
the said *C.* for better security of payment of the said — *l.* and for other the considerations in the said recited bill of sale mentioned, did thereby grant, bargain and sell unto the said *A.* the several goods mentioned in the schedule to the said recited bill of sale annexed, being in a warehouse at — in the possession of the said *A.* *To hold* the said premises unto the said *A.* his, &c. to his and their own use and uses for ever; *Subject* unto and under a proviso contained in the said recited bill of sale for making void thereof, upon payment of the said sum of — *l.* on the said, &c. or to that effect, as therein is mentioned, as Proviso to make the bill of sale void.
by the said recited bill of sale, relation, &c. *Now these Presents witness,* Consideration.
That the said *A.* for and in consideration of the sum of — *l.* of, &c. to him in hand, &c. by the said *B.* well and truly paid, the re- Assignment of the bonds
ceipt, &c. he the said *H. Hath* assigned and set over, and by, &c. *Doth,* &c. unto the said *B.* the said recited bond or obligation, and all monies therein, or in the condition thereof mentioned, and thereupon to grow due and payable; and all his right of action, benefit, property, claim and demand in and to the same; *And doth* hereby give full power and Letter of attorney.
authority to him and them to demand, recover and receive the same; *And doth* hereby grant, bargain, sell and assign unto the said *B.* his, &c. the said recited bill of sale, goods and premises hereby bargained and sold, and all his right, claim and demand of, in and to the same; Assignment of the bill of sale.
To have and to hold the said goods and premises, and to have and receive the said money to grow due as aforesaid unto the said *B.* his, &c. to his and their own proper use and uses from henceforth for ever; *Subject* to the proviso in the said recited bill of sale herein after contained; *Provided, &c.* (Covenant to pay money without deduction for taxes, as Covenant common :) And if default shall happen to be made in payment thereof that if default be made as aforesaid, contrary to the true meaning of these presents, that then in payment, the assignor will do any further act for recovery, &c. of the money and for further assurance.
the said *A.* his, &c. shall and will, at the request and charges of the said *B.* his, &c. make, do and execute all such further acts, deeds powers and things whatsoever, as well for the better enabling the said *B.* his, &c. to demand, recover and receive the said money to grow due and payable upon the said recited bond; as also for the more sure making and ensuring the said goods and premises by the said recited bill of sale sold, and hereby assigned as aforesaid unto the said *B.* his, &c. as by him or them, &c. And upon full payment of the said sum of — as aforesaid, the said *B.* doth agree to re-deliver the said goods unto the said *A.* his, &c. (Casualties excepted.) *In witness, &c.*

Assignments.

An Assignment of a Bill of Sale of Part of a Ship,

By Indorsement.

Consideration.

Assignment.

Covenant.

Free from incumbrances.

K NOW, &c. That I the within named T. in consideration of the sum of, £c. to me in hand paid before sealing and delivery hereof by J. £c. whereof I acknowledge the receipt, and thereof and of every part thereof do clearly acquit and discharge the said J. his, £c. for ever by these presents, *Have* granted, sold, assigned and released, and by these presents *Do* grant, £c. unto the said J. *The* within written bill of sale, and one full and equal sixteenth part of the within mentioned ship L. to me belonging, by virtue of the within written bill of sale, and of and in all her masts, sails, sail-yards, anchors, cables, ropes, boats, oars, guns, gunpowder, shot, tackle, apparel, munition, furniture, and other the appurtenances within granted and to the said ship belonging; and all my right, title, interest, claim and demand of, in and to the same, by virtue of the within written bill of sale, or otherwise howsoever: *To have and to hold* the said within written bill of sale, sixteenth part of the said ship, and all other the said premises with the appurtenances herein before assigned and released unto the said J. his, £c. to his and their own use and uses, and as his and their own proper goods and chattels from henceforth for ever: *And* I the said T. do hereby for me, my, £c. covenant and agree to and with the said J. his, £c. that the said sixteenth part of the said ship, with the appurtenances, (*Or thus*, the said premises herein before assigned and released with the appurtenances,) are and be, and so shall remain and continue unto the said J. his, £c. free and clear of all debts, estates, charges and incumbrances whatsoever had, made, committed, done or suffered by me, or by any other person or persons whatsoever, by or thro' any means, consent or procurement. *In witness, &c.*

Another Assignment of a Bill of Sale of a Ship.

Consideration.

Assignment.

Done no set to incumber.

K NOW, &c. That the within named B. C. in consideration, £c. *Hath* granted, £c. and by, £c. *Doth*, &c. unto the said T. H. his, £c. the within writing, and the sum of ——— l. within mentioned, and the within mentioned ship or vessel formerly called the ——— and now the ——— and all the anchors, £c. whatsoever to the said ship belonging within granted, which said ship is since sold to R. £c. and all his right, title, interest, property, benefit of action, claim and demand of, in and to the said sum, and ship or vessel, with her appurtenances by virtue of the writing within, or otherwise howsoever; *To have*, hold and receive the sum of ——— l. within mentioned, and the said ship or vessel and premises, with her appurtenances, unto the said T. H. his, £c. to his and their own use and uses from henceforth for ever, as fully as the said B. C. might have had and enjoyed the same by virtue of the said writing within, or otherwise: *And* the said B. C. doth hereby for himself, his, £c. covenant, promise and agree, to and with the said T. H. his, £c. that he the said B. C. hath not done or committed

mitted any act, matter or thing whatsoever, to incumber the within mentioned ship or vessel: *And* the said *B. C.* doth hereby make and Letter of attorney. ordain the said *T. H.* his, *&c.* his lawful attorney, in his name, but to the use of the said *T. H.* as aforesaid, to demand, sue for, recover and receive the within mentioned sum of — — *l.* and all other monies due and to grow due and payable upon the within written writing from the said *A. A.* his, *&c.* and other person and persons whom, *&c.* and upon receipt, *&c.* and doth hereby give and grant unto the said *T. H.* his, *&c.* full power, *&c.* and doth hereby ratify, *&c.* *And* the said *J. S.* doth covenant, promise and agree, to and with the said *T. H.* his, *&c.* that he the said *J. S.* will at any time, at the request and charges of the said *T. H.* his, *&c.* do such further acts, the better to enable him and them to recover and receive all benefit and advantage, by or in respect of the within written writing, to his and their own use and uses, and to confirm the sale of the said ship, as shall be reasonably required. *In witness, &c.*

To do any further acts.

Of a Bill Penal.

I NOW ALL PEOPLE by these presents, that I *A. B.* of — — *Have* borrowed and received of *C. D.* of — — — the full sum of 10*l.* of lawful money of, *&c.* which I do promise to pay on — — with interest; *And* for the better securing the re-payment thereof, I *Do* hereby assign and set over to the said *C. D.* a bill penal of 40*l.* made by *E. F.* of — — to me the said *A. B.* for the payment of 20*l.* on — — and all my right, title and interest therein and thereunto, with full power and authority for him the said *C. D.* to sue for, recover and receive the same of the said *E. F.* to and for the purpose herein before mentioned. *Witness* my hand and seal this — — day of — —

An Assignment of a Victualling Bill.

I NOW, &c. That I *A. C.* in consideration of the sum of — — *l.* of, *&c.* to me in hand paid at, *&c.* the receipt, *&c.* *Do* hereby assign and set over unto the said *F.* One bill signed by the commissioners for victualling his majesty's navy, dated, *&c.* No. — — directed to the treasurer of his majesty's navy for the payment of the sum of — — *l.* unto the said *A. C.* for provisions supplied his majesty's ships therein mentioned, together with the said sum of money, and all other monies thereupon due and to grow due, and all my right, title, property, claim and demand, of, in and to the same; *To have*, hold and receive the same, unto the said *F.* his, *&c.* to his and their own proper use and uses for ever, *And* I do hereby make the said *F.* his, *&c.* to be my true and lawful attorney irrevocable to, *&c.* *In witness, &c.*

Assignments.

An Assignment of a Navy Bill (Debentures in Effect the same.)

K NOW &c. (*as above*) One bill signed by the commissioners of his majesty's navy, dated, &c. and received the, &c. No. — made out to me for the sum of — — l. for, &c. such goods by me delivered into his majesty's stores at P. on account of the current service of the navy out of B. W. E. master, together with the said sum, &c. (*the letter of attorney the same ; then add this ;*) And do hereby for me, my, &c. covenant, grant and agree, to and with G. his, &c. that he the said G. shall or lawfully may have, receive and enjoy the said bill and monies thereupon due and to grow due, without any let, hinderance, claim or demand, and free and clear, of and from all former assignments, sales, charges, and incumbrances, of or by me the said T. my, &c. or any other person or persons whatsoever, by or through my means, act or privity. *In witness, &c.*

VI. Of Bonds.

An Assignment of a Bond for the Payment of Money by Deed Poll.

Recital of the bond.

What is now due.

Consideration of money.
Assignment.

Letter of attorney to receive the money.

TO ALL, &c. *Whereas* J. W. of — and W. B. of — and by one bond or obligation, bearing date — which was in the year of our Lord — became jointly and severally bound to J. M. of — in the penal sum of — conditioned for the payment of — and interest, at a day long since past, as by the said bond and condition thereof may appear: *and whereas* there now remains due to the said J. M. for principal and interest on the said bond, the sum of — : *Now know all Men* by these presents, that he the said J. M. for and in consideration of the sum of — to him in hand paid by T. E. of — the receipt whereof the said J. M. doth hereby acknowledge, hath assigned and set over, and by, &c. *Doth, &c.* unto the said T. E. the said recited bond or obligation, and the monies thereupon due and owing, and all his right and interest in and to the same (*See an habendum in the next precedent ;*) And the said J. M. for the consideration aforesaid, hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said T. E. his executors and administrators, his true and lawful attorney and attornies in revocable for him, and in his name, and in the name and names of his executors and administrators, but for the sole and proper use and benefit of the said T. E. his executors, administrators and assigns to ask, require, demand, recover and receive of and from the said J. W. and W. B. and either of them, their and either of their heirs, executors and administrators, the monies due on the said bond, and on non-payment thereof, they and either of them, their and either of their heirs, executors and administrators, to sue for the same, and on payment thereof, to deliver up and cancel the said bond, and give sufficient releases and discharges thereof, and one or more attorney or attornies under him or them to constitute ; and whatsoever the said T. E. his executors or administrators, or his or their attorney shall lawfully do in the premises, the

said J. M. doth hereby allow and confirm. And the said J. M. for himself, his, &c. doth covenant and promise with the said T. E. his, &c. that he the said J. M. hath not, nor will receive the said monies due or to be due on the said bond or any part thereof, neither shall or will release or discharge the same, or any part thereof, nor shall or will disavow, discontinue, release or discharge any action, suit, bill, plaint, judgment, or execution thereupon, or for the same or any part thereof, to be had, brought, prosecuted or obtained, nor countermand or revoke any power or authority hereby given to the said T. E. his, &c. without the special licence and consent of the said T. E. his executors, administrators or assigns, therein or thereunto first had and obtained in writing, or the rule, order, or decree of some court of law or equity, but will own and allow of all proceedings for recovery thereof; He the said T. E. saving the said J. M. harmless of and from any costs that may happen to him thereby. *In witness, &c.*

Indemnity.

Another Assignment of a Bond, for Payment of Money, by Indenture.

THIS INDENTURE &c. Between A. J. of, &c. of the one part, (the assignor) and J. S. of, &c. of the other part, (the assignee.)
Whereas, &c. (Recital of the Bond:) And whereas the said A. J. (in consideration of — hereafter mentioned to be paid to him by the said A. S.) Hath agreed absolutely to assign the said before recited bond, and all principal and interest monies thereby secured, in such manner as herein after is mentioned and expressed, of and concerning the same respectively: Now this Indenture witnesseth, that the said A. J. in consideration of — the receipt whereof is hereby acknowledged, Hath bargained, sold, assigned, transferred and set over, and by these presents Doth fully, clearly freely and absolutely bargain, sell, assign, transfer and set over unto the said J. S. his executors, administrators and assigns, The said herein above recited bond or obligation, and all and every sum and sums of money thereon now due and owing, or to become due and owing by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever or howsoever of him the said A. J. of, in or to the said hereby assigned bond and monies thereby secured, together with the said bond or writing obligatory, and all benefit and advantage whatsoever to be had or made thereof; To have, hold, receive, take and enjoy the said bond, monies, and all and singular the last hereby assigned premises, unto, and to and for the only use and benefit of the said J. S. his executors, administrators and assigns, from henceforth for ever: And for the better and more effectual enabling him the said J. S. his executors, administrators and assigns, to recover and receive the said hereby assigned money and premises, to and for his and their own use and benefit, he the said A. J. Hath, &c. and by, &c. Doth nominate, make, constitute, authorize and appoint the said J. S. his, &c. the true and lawful attorney and attornies, &c. (as in the foregoing Precedent.)

Agreement to assign.

Consideration of money,

Assignments

Letter of attorney.

A Correc.

A Covenant to indemnify the Assignor (or Assignor of an Assignor, as the Case is) of a Bond, in an Assignment by Indenture.

— that the said C. B. his executors, administrators or assigns, shall and will indemnify, save and keep harmless the said J. H. his executors and administrators, of and from all costs, suits, troubles and expences, that he or they may be put unto, for or by reason of the assigning of the said bond, (or for or by reason of any covenant, given by the said J. H. to the said — (the first assignor) in the said recited assignment,) or for or by reason of any suit to be commenced against the said T. J. and E. J. (the obligors,) or either of them, their heirs, executors or administrators, upon the said bond or obligation, or any matter or thing relating thereto.

An absolute Assignment of a Bond, wherein there is a Covenant, that if the Monies shall not be duly paid by the Obligor at the Time mentioned therein, that then the Assignor shall make it good and pay the same and in such Case the Assignee shall re assign the Bond to the Assignor.

TO ALL, &c. A. B. &c. sends greeting. Whereas E. F. and G. F. &c. by obligation, &c. (the recital and assignment as common, but absolutely, and at last add;) and for the better securing the said sum of — l. and interest thereof, it is agreed, that the said A. B. in consideration of the said sum of, &c. to him paid as aforesaid, hath undertaken and doth hereby for himself, his, &c. covenant, promise and agree, to and with the said C. D. his, &c. that if the said sum of, &c. with the interest for the same, shall not be duly paid by the said E. F. and G. F. their, &c. or some of them, on the said — (at the time mentioned,) according to and in discharge of the condition of the said recited obligation; that then and in such case, he the said A. B. his, &c. shall or will pay or cause to be paid unto the said C. D. his, &c. the said sum of — and all interest due and to grow due for the same, and all charges in respect thereof; he the said C. D. his, &c. upon such payment thereof by the said A. B. his, &c. re-assigning and delivering the said recited obligation to the said A. B. his, &c. or to such other person or persons as he or they shall direct, save and uncanceled, to the intent he and they may recover and receive the said — l. and the interest thereof, to his and their own use, notwithstanding any wilful act by him the said C. D. &c. to be done to the contrary, and at the charge of the said A. B. his, &c. giving and executing to him and them such power, acts and things in that behalf, as they the said A. B. his, &c. or his or their counsel shall be advised and required, which the said C. D. doth hereby covenant and agree in such case to seal and execute accordingly; and to the payments and performance of the covenants, payments and agreements herein contained on the part of the said A. B. his, &c. to be paid and performed, he the said A. B. bindeth himself, his, &c. unto the said C. D. his, &c. in the sum or penalty of — l. of lawful, &c. firmly by these presents. In witness, &c.

Penalty.

Assignment

Assignment of a Bond for Payment of Money, by Indorsement.

K NOW ALL MEN by these presents, that I the within named *A. B.* for and in consideration of — *l.* of lawful money, of, &c. to me in hand paid by *C. D.* of — at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, *Have* granted, bargained, sold, assigned, transferred and set over, and by these presents *Do* grant, &c. unto the said *C. D.* his executors, administrators and assigns, the within written bond or obligation and condition, and the sum of — mentioned in the said condition, and all interest due and to grow due for the same, and all my right, title, interest, claim and demand whatsoever, of, in and to the same; *And* I authorize the said *C. D.* in my name to demand, sue for, receive, have, hold and enjoy the said sum of — and interest, to his own use and behoof for ever. *In witness* whereof, I the said *A. B.* have hereunto set my hand and seal this — day of, &c.

Part of Another.

K NOW, &c. *All* my right, title, interest, of, in or to the within written bond or obligation, together with all principal and interest thereon due, or which shall hereafter become due and payable on the said; *To have and to hold* the said hereby assigned bond or premises, unto the said *P. P.* his executors, administrators and assigns, in as full and ample manner, to all intents and purposes, as I could have had and enjoyed the same, had not these presents been made; *And* I do hereby make, ordain and constitute the said *P. P.* my true and lawful attorney in my name, place and stead, to ask, demand, sue for and receive, of and from the within bounden — his heirs, executors or administrators, to and for his own proper use, all and every the sum or sums of money due to, or to become due and payable on the said bond or obligation, and to do or cause to be done, all and every act and acts, thing and things, for or in relation to the recovery or discharge of the said bond and money, as I myself might or could do or cause to be done. *In witness*, &c.

Assignment of a Bond as a Security for a Debt.

T O ALL, &c. *B. R.* of — sends greeting. *Whereas* the said *B. R.* hath taken up and borrowed of *B. N.* of — *clq*; the sum of — : *And whereas*, &c. (*Recital of a bond for payment of money from J. H. and C. H. to the now assignor.*) *Now know ye*, that the said *B. R.* in consideration of the said sum of — so borrowed as aforesaid, and for the better securing the repayment of the same, as herein after is mentioned, unto the said *B. N.* his executors, administrators and assigns, *Has* granted, &c. to his and their own use, benefit and behoof; (*Covenant added for the payment of the same money at such a time.*) *In witness*, &c.

Assignment

Assignment of a Bond for securing Payment of Monies now lent by Husband and Wife, it being given to the Wife dum sola.

K NOW ALL MEN by these presents, that we R. H. of, &c. and S. my wife, late S. T. of, &c. spinster, for and in consideration of the sum of, &c. to us, or one of us, in hand well and truly paid by R. W. of, &c. the receipt. &c. Have bargained, &c. and by, &c. Do bargain, &c. unto the said R. W. his executors and administrators, One bond or obligation from E. P. of, &c. bearing date, &c. in the penalty of — — conditioned for payment of — — with interest, of the — — day of — — then next to the said S. T. before her intermarriage with the said R. H. as by the said bond or obligation, may more fully appear, together with all principal money and interest, due or hereafter to become due and payable on the same; *To have and to hold* the said bond or obligation, and all money thereon due, or to become due and payable to us, or either of us, unto the said R. W. his executors, administrators and assigns, and to his and their sole use and behoof, in as full and ample manner to all intents and purposes, as we the said R. H. and S. my wife, or either of us, could or might have held or enjoyed the same, had not these presents been made; *Upon this condition nevertheless,* That it is the true intent and meaning of these presents, that if we the said R. H. and S. my wife, or either of our executors, administrators or assigns, shall and do well and truly pay, or cause to be paid unto the said R. W. his executors, administrators or assigns, the full sum of, &c. on, &c. next; then he the said R. W. his executors, &c. is to deliver up the said bond or obligation, and these presents to be cancelled and made void; any thing in these presents, or at law or in equity contained to the contrary thereof in any wise notwithstanding. *And* we do hereby constitute the said R. W. our true and lawful attorney, to demand, sue for and receive all such sum and sums of money, as now are, or hereafter shall become due and payable on the said bond, from and after the said — — day of — — next ensuing, in case the said sum of, &c. is not then fully paid and satisfied, and to give discharges for the same, and to do and act in every thing relating to the same, as we or either of us might or could have done, had not these presents been made; *He* the said R. W. his executors, administrators or assigns, rendering or paying to us the overplus or remainder of the money that shall become due and payable to us, or either of us upon the said bond, and which he shall receive thereupon, after deducting what shall be justly due and owing to him the said R. W. at the time of such receipts or payments; *And* the said R. H. doth covenant, promise and agree, to and with the said R. W. that he the said R. H. his executors or administrators, shall and will well and truly pay, or cause to be paid unto the said R. H. his executors, administrators or assigns, the said sum of — — on the — — day of — — next following, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents. *In witness, &c.*

On condition to deliver up the bond on payment of the money at a day.

Special letter of attorney.

Overplus.

Covenant to pay the money, borrowed.

An Assignment of a Bond as a collateral Security for Money borrowed, for which the Assignor of this Bond has likewise given his own Bond.

THIS INDENTURE made &c. Between J. M. of, &c. of the one part, and E. C. of, &c. of the other part. *Whereas* G. J. esq; governor of North Carolina in America, by his bond or obligation, bearing date, &c. is and stands bound unto the said J. M. in the sum of 50^l. with condition thereunder written, for payment unto the said J. M. his executors, administrators or assigns, of the full sum of 25^l. on or before &c. *And whereas* the said J. M. having occasion to borrow the sum of 21^l. he the said E. C. before the executing hereof, hath at the request of the said J. M. actually advanced, lent and paid to him the same; and as a security for re-payment thereof, with interest, he the said J. M. by his bond or obligation, bearing even date with, and executed immediately before these presents, is and stands bound unto the said E. C. in the penal sum of 42^l. with condition thereunder written for payment of the said sum of 21^l. together with legal interest for the same, on or before the, &c. then and now next ensuing, as by the said two bonds, relation being thereunto had, more fully may appear, *And whereas* previous to and before the lending of the said sum of 21^l. he the said J. M. (as a further security, for payment of the same, and the interest thereof,) proposed and agreed to assign unto the said E. C. the said first recited bond, and all monies thereby secured, in such manner, and subject as herein after is in that behalf mentioned: *Now this Indenture witnesseth*, That in pursuance of the said recited agreement, and in consideration of the said sum of 21^l. so lent and paid to the said J. M. by the said E. C. as aforesaid, the receipt whereof is by him the said J. M. hereby acknowledged, and for divers other good and valuable causes and considerations him thereunto especially moving, *He* the said J. M. *Hath*, bargained, sold, transferred, assigned, and set over, and by these presents *Doth* bargain, sell, assign, transfer and set over unto the said E. C. *The* first herein before in part recited bond, made from the said G. J. to the said J. M. as aforesaid, and all and every the sum and sums of money thereby secured and to become due and owing by virtue thereof, *And also* all the right, title, interest, property, claim and demand whatsoever of him the said J. M. either at law or in equity, of, in, or to the said hereby assigned monies and premises, by virtue of the said first recited bond, or otherwise howsoever, together with the same bond, and all benefit and advantage whatsoever to be had or made thereof; *To* *he*, *bold*, receive, take and enjoy the same bond, monies, and all and singular other the hereby assigned premises, unto, and to and for the only use and benefit of the said E. C. his executors, administrators and assigns, as and for his and their own proper monies, for ever more; (*Subject nevertheless* to the proviso herein after contained touching the same;) *And* for the more effectual enabling him the said E. C. his executors, administrators and assigns, to recover and receive all and singular the hereby assigned monies and premises, to and for his and their own use and benefit, subject nevertheless to the said proviso, *He* the said J. M. *Hath*, and by these presents *Doth* nominate, make, constitute, ordain, authorize and appoint the said E. C. his

Recital of the bond to be assigned.

Money borrowed.

A bond given for the same.

Agreement as to collateral security.

Consideration.

Assignment.

Letter of attorney.

Assignments.

Assignment of a Bond for securing Payment of Monies now lent by Husband and Wife, it being given to the Wife dum sola.

K NOW ALL MEN by these presents, that we *R. H.* of, *Ec.* and *S.* my wife, late *S. T.* of, *Ec.* spinster, for and in consideration of the sum of, *Ec.* to us, or one of us, in hand well and truly paid by *R. W.* of, *Ec.* the receipt. *Ec.* Have bargained, *Ec.* and by, *Ec.* Do bargain, *Ec.* unto the said *R. W.* his executors and administrators, One bond or obligation from *E. P.* of, *Ec.* bearing date, *Ec.* in the penalty of — — conditioned for payment of — — with interest, of the — — day of — — then next to the said *S. T.* before her intermarriage with the said *R. H.* as by the said bond or obligation, may more fully appear, together with all principal money and interest, due or hereafter to become due and payable on the same; *To have and to hold* the said bond or obligation, and all money thereon due, or to become due and payable to us, or either of us, unto the said *R. W.* his executors, administrators and assigns, and to his and their sole use and behoof, in as full and ample manner to all intents and purposes, as we the said *R. H.* and *S.* my wife, or either of us, could or might have held or enjoyed the same, had not these presents been made; *Upon this condition nevertheless,* That it is the true intent and meaning of these presents, that if we the said *R. H.* and *S.* my wife, or either of our executors, administrators or assigns, shall and do well and truly pay, or cause to be paid unto the said *R. W.* his executors, administrators or assigns, the full sum of, *Ec.* on, *Ec.* next; then he the said *R. W.* his executors, *Ec.* is to deliver up the said bond or obligation, and these presents to be cancelled and made void; any thing in these presents, or at law or in equity contained to the contrary thereof in any wise notwithstanding. *And* we do hereby constitute the said *R. W.* our true and lawful attorney, to demand, sue for and receive all such sum and sums of money, as now are, or hereafter shall become due and payable on the said bond, from and after the said — — day of — — next ensuing, in case the said sum of, *Ec.* is not then fully paid and satisfied, and to give discharges for the same, and to do and act in every thing relating to the same, as we or either of us might or could have done, had not these presents been made; *He* the said *R. W.* his executors, administrators or assigns, rendering or paying to us the overplus or remainder of the money that shall become due and payable to us, or either of us upon the said bond, and which he shall receive thereupon, after deducting what shall be justly due and owing to him the said *R. W.* at the time of such receipts or payments; *And* the said *R. H.* doth covenant, promise and agree, to and with the said *R. W.* that he the said *R. H.* his executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *R. H.* his executors, administrators or assigns, the said sum of — — on the — — day of — — next following, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents. *In witness, &c.*

On condition to deliver up the bond on payment of the money at a day.

Special letter of attorney.

Overplus.

Covenant to pay the money, borrowed.

An Assignment of a Bond as a collateral Security for Money borrowed, for which the Assignor of this Bond has likewise given his own Bond.

THIS INDENTURE made &c. *Between J. M. of, &c. of the one part, and E. C. of, &c. of the other part. Whereas G. J. esq; governor of North Carolina in America, by his bond or obligation, bearing date, &c. is and stands bound unto the said J. M. in the sum of 50^l. with condition thereunder written, for payment unto the said J. M. his executors, administrators or assigns, of the full sum of 25^l. on or before. &c. And whereas the said J. M. having occasion to borrow the sum of 21^l. he the said E. C. before the executing hereof, hath at the request of the said J. M. actually advanced, lent and paid to him the same; and as a security for re-payment thereof, with interest, he the said J. M. by his bond or obligation, bearing even date with, and executed immediately before these presents, is and stands bound unto the said E. C. in the penal sum of 42^l. with condition thereunder written for payment of the said sum of 21^l. together with legal interest for the same, on or before the, &c. then and now next ensuing, as by the said two bonds, relation being thereunto had, more fully may appear, And whereas previous to and before the lending of the said sum of 21^l. he the said J. M. (as a further security, for payment of the same, and the interest thereof,) proposed and agreed to assign unto the said E. C. the said first recited bond, and all monies thereby secured, in such manner, and subject as herein after is in that behalf mentioned: Now this Indenture witnesseth, That in pursuance of the said recited agreement, and in consideration of the said sum of 21^l. so lent and paid to the said J. M. by the said E. C. as aforesaid, the receipt whereof is by him the said J. M. hereby acknowledged, and for divers other good and valuable causes and considerations him thereunto especially moving, He the said J. M. Hath, bargained, sold, transferred, assigned, and set over, and by these presents Doth bargain, sell, assign, transfer and set over unto the said E. C. The first herein before in part recited bond, made from the said G. J. to the said J. M. as aforesaid, and all and every the sum and sums of money thereby secured and to become due and owing by virtue thereof, And also all the right, title, interest, property, claim and demand whatsoever of him the said J. M. either at law or in equity, of, in, or to the said hereby assigned monies and premisses, by virtue of the said first recited bond, or otherwise howsoever, together with the same bond, and all benefit and advantage whatsoever to be had or made thereof; To have, hold, receive, take and enjoy the said bond, monies, and all and singular other the hereby assigned premisses, unto, and to and for the only use and benefit of the said E. C. his executors, administrators and assigns, as and for his and their own proper monies, forever more; (Subject nevertheless to the proviso herein after contained touching the same;) And for the more effectual enabling him the said E. C. his executors, administrators and assigns, to recover and receive all and singular the hereby assigned monies and premisses, to and for his and their own use and benefit, subject nevertheless to the said proviso, He the said J. M. Hath, and by these presents Doth nominate, make, constitute, ordain, authorize and appoint the said E. C. his*

Recital of the bond to be assigned.

Money borrowed.

A bond given for the same.

Agreement as to collateral security.

Consideration.

Assignment.

Letter of attorney.

his executors, administrators and assigns, the true and lawful attorney and attornies irrevocable of him the said J. M. his executors and administrators, and in his or their name, place and stead, or otherwise, so as to demand and receive of the said G. J. his, &c. all and every the sum and sums of money to become due and payable, by virtue of his said recited bond so made to the said J. M. as aforesaid, and upon non-payment thereof, to commence, sue and prosecute to effect, any action or suit, either at law or in equity against the said G. J. his heirs, executors or administrators, for the recovering and receiving thereof, and upon receipt of the same, or any part thereof, to give proper and sufficient discharges in the name of the said J. M. his executors, and administrators, or otherwise for the same; and the said J. M. doth hereby for himself, his executors and administrators, give and grant his and their full, whole and absolute property, unto the said E. C. his executors, administrators and assigns, in all and singular the said hereby assigned monies and premises, as well for the recovering and receiving thereof, as also for the releasing and discharging the same, and that as fully, effectually and absolutely, and in as large, ample and beneficial manner, to all intents, constructions and purposes whatsoever, as if he the said J. M. his executors or administrators were personally present, and had actually done the same; and the said J. M. doth hereby establish, ratify, allow and confirm, all and every such lawful act and things, as he the said E. C. his executors, administrators or assigns, shall do or cause to be done touching the premises by virtue of these presents. *Provided always,* and these presents are upon this condition nevertheless, that if the said J. M. his executors or assigns, shall and do well and truly pay or cause to be paid unto the said E. C. his executors, administrators or assigns, at or in his now dwelling-house, situate in N. Street aforesaid, the said sum of 21*l.* together with legal interest for the same, on or before the said — day of — next ensuing the date hereof, without any deduction for taxes, or any other charges whatsoever, that then and from thenceforth these presents shall be utterly void and of no effect; *And* that then also the said two recited bonds shall be by him the said E. C. his executors, administrators or assigns, delivered up to the said J. M. his executors or administrators, (casualty of fire, and all other inevitable accidents only excepted;,) any thing to the contrary thereof notwithstanding. *And* the said J. M. for himself, his executors and administrators, doth hereby covenant with the said E. C. his executors, administrators and assigns, in manner as follows, *viz.* That he the said J. M. his, &c. shall and will well and truly pay unto the said E. C. his executors, administrators or assigns, the said sum of 21*l.* and the interest thereof, at the place, on the day, and in the manner, as in the above mentioned proviso is appointed for payment of the same, according to the true intent and meaning thereof and of these presents; *And* that he the said J. M. hath not at any time heretofore released or discharged the said first recited bond or obligation, nor shall he the said J. M. his executors or administrators, during the continuance of the security hereby made, (without the consent of the said E. C. his executors, administrators or assigns, first had in writing for that purpose,) release or discharge the same bond, or all or any part of the monies thereby secured, nor shall or will (without such consent as aforesaid,) disavow, discontinue, release or discharge any action or suit, which at any time hereafter shall

Proviso, that these presents shall be void on payment of the money borrowed, and that the two recited bonds shall be delivered up to the assignor.

Covenant to pay the money borrowed; that the assignor has not released, &c.

shall or may be brought or commenced for recovery of the said hereby assigned monies and premisses, nor revoke or countermand any power or authority hereby given to the said E. C. his executors, administrators or assigns, without such his or their consent as aforesaid. *And lastly,* (if In case of default shall be made in payment of the said sum of 21*l.* and interest, or any part thereof, on the day and in manner aforesaid,) that then he the said J. M. his executors and administrators, (at the request of the said E. C. his executors, administrators or assigns-) shall and will at any time then after make, do and execute any act, matter or thing, as well for the corroborating and strengthening of these presents, as also for the more perfect and absolute assigning of the said hereby assigned bond, monies and premisses, unto and to the use of the said E. C. his executors, administrators and assigns, (free and absolutely discharged of the aforesaid proviso,) as by his or their counsel at law shall be reasonably advised or required. *In witness, &c.*

Assignment of a Bond in Consideration of Services.

THIS INDENTURE made, &c. Between J. M. of, &c. spinster, of the one part, and W. W. of Gray's-lane, in the said county of Middlesex. gent. of the other part. *Whereas* in or by one obligation or writing obligatory, bearing date, &c. T. N. late of the city of W. gent. Recital of the bond with surety. stated, together with one J. M. of W. aforesaid, gent. as surety, the said T. N. became bound to the said J. M. in the penal sum of 100*l.* of, &c. conditioned for the payment unto the said J. M. of the sum of 100*l.* of, &c. on, &c. then next ensuing, As by the said obligation or writing obligatory may more fully appear: *Now this Indenture witnesseth,* That for and in consideration of the many great and faithful services, assistances, benefits and advantages, which she the said J. M. hath had and received, by and from the said W. W. and for and in consideration that the said W. W. hath laid out and expended divers sums of money in business, and otherwise, upon the behalf and in service of the said J. M. and for divers other good causes and valuable considerations the said J. M. thereunto moving, she the said J. M. hath, assigned, transferred and set over, and by these presents *Doth* assign, &c. unto the said W. W. his executors, administrators and assigns, the said in part recited bond or writing obligatory, and the said principal sum of 100*l.* therein mentioned, and all interest due or to grow due upon the said obligation or writing obligatory, and all benefit and advantage whatsoever of the same: *And* to the intent that the said W. W. his executors, administrators and assigns, may be enabled to recover and receive the same, to his and their own proper use, she the said J. M. hath made, constituted and appointed, and by these presents *Doth* make, &c. the said W. W. his executors, administrators and assigns, her true and lawful attorney and attornies irrevocable for her and in her name, but to his and their own proper use and uses, behoof and behoofs, to ask, demand, sue for, recover and receive all monies, both principal and interest, due or to grow due upon the said obligation or writing obligatory, and to have, sue and take all lawful means in the name of the said J. M. or otherwise, for recovery thereof, and to compound and agree for the same, and to give receipts, acquittances, or other sufficient discharges for the same in the name of the said J. M. Consideration. Assignment. Letter of attorney.

Covenant not
to discharge
the bond, &c.

Nor to revoke
these presents

or in his or their own name or names, and to do all other lawful act or acts, thing or things whatsoever concerning the premises, as fully in every respect as the said J. M. herself might or could do, if she were personally present; And the said J. M. for herself, her heirs, executors and administrators, doth covenant with the said W. W. his executors, administrators and assigns, that she the said J. M. her executors or administrators, shall not, nor will at any time hereafter, without the consent of the said W. W. his executors, administrators or assigns, acquit, discharge or release the said obligation, or the monies thereupon due, or any part thereof, but shall and will satisfy all such lawful accounts and proceedings in law or equity, as shall be brought, prosecuted or defended, concerning the same, or by reason thereof, and will not voluntarily suffer a nonsuit, or disavow or discontinue any such action or suit, and that it shall and may be lawful, to and for the said W. W. his executors, administrators and assigns, to receive and enjoy to his and their own use and uses, all such sum and sums of money as shall be duly recovered by virtue of the said obligation or writing obligatory, or the condition thereof, without any account to be given for the same: And that neither she the said J. M. nor her executors, administrators or assigns, shall or will revoke these presents, but upon every reasonable request do and execute all and every such further act or thing whatsoever, for the better enabling and authorizing him the said W. W. his executors, administrators and assigns, to recover and receive to his and their own proper use and uses all such sum and sums of money, as are or shall be due by virtue of the said obligation, as by the said W. W. his executors, administrators or assigns, or his or their counsel in the law, shall be reasonably required. In witness, &c.

An Assignment of several Bonds to a Trustee for a Widow, with Consent of her intended Husband, that the Money be at her Disposal after Marriage.

Recital of
bonds.

THIS INDENTURE TRIPARTITE made, &c. Between J. D of — of the first part, S. G. of —, of the second part, and O. W. of —, of the third part. Whereas J. T. of — did heretofore, by one writing obligatory, bearing date the —, become bound unto the said S. G. in the penal sum of 40*l.* with condition to be void upon the payment of 20*l.* 10*s.* on the — day of — then next following; and also by one other obligation, bearing date, &c. (as before:) And whereas A. T. of —, did likewise by one obligation, &c. (as before,) and also by one other obligation, &c. — as by the said several recited obligations, relation being thereunto respectively had, may more at large appear; which several principal sums of money in the several conditions of the above-recited obligations, amount in the whole to the sum of 200*l.* and are yet due and owing unto the said S. G. Now this Indenture witnesseth, That a marriage being intended shortly to be had and solemnized between the said J. D. and S. G. in consideration thereof, among other things it is agreed, that the said sum of 200*l.* principal money in the conditions of the recited obligations mentioned, and the interest thereof, shall be disposed of in such manner as herein after is expressed; And

And in pursuance of the said agreement, the said S. G. with the consent of the said J. D. Hath granted and assigned, and by these presents hath grant and assign unto the said O. W. the several writings obligatory before recited, and all and every the sum and sums of money upon them due, or to become due. And the said J. D. and S. G. (here insert a letter of attorney, as before mutatis mutandis) for the uses, intents and purposes herein after mentioned, &c. — And, &c. (inserting a covenant that J. D. and S. G. their &c. shall not discharge or release the bonds; And also, &c. (adding a covenant for the further assurance. Vid. sit Covenants.) Provided always, and upon the special trust and confidence, and to this intent and purpose, that the said O. W. his executors and administrators, shall pay unto the said S. G. so much money as the said O. W. shall receive for the interest or proceed of the said 200*l.* during so long time as the said J. D. and S. G. shall live and cohabit together. And the said J. D. for himself, his heirs, executors and administrators, doth hereby further covenant and grant to and with the said O. W. in manner following, (to wit,) That the whole interest, product or proceed of the said 200*l.* which the said O. W. his executors or administrators, shall, as aforesaid, from time to time, and at all times, accept, receive and take, he the said O. W. his executors or administrators, shall pay to the said S. G. as a feme sole. And the said S. G. is hereby authorized and empowered to receive and take the same, and fully to discharge the said O. W. his heirs, executors and administrators, and every of them, by her acquittance or otherwise, with or without the consent of the said J. D. as if she were a feme sole, and all the residue of the interest or proceed of the said 200*l.* together with the said principal sum, to such person or persons as the said S. G. by any writing under her hand and seal, with or without her said intended husband, or by her last will and testament in writing shall appoint or direct; and for want of such direction and appointment, to the executors and administrators of the said S. G. Provided also, and it is agreed between all the parties hereunto, that if the said O. W. his executors or administrators, shall receive any part of the said principal sum of 200*l.* then he or they shall lend out of the same again at interest, to such person or persons, and on such security, as the said S. G. by writing under her hand and seal, with or without the said J. D. shall direct: And that the said O. W. his executors or administrators, shall not be chargeable to answer any interest or profit of the said 200*l.* or so much thereof as shall remain in his or their hands unlent in default of such direction. And also that, notwithstanding any thing before in these presents contained, it shall and may be lawful to and for the said O. W. his executors and administrators, out of any interest money by him or them to be received by virtue of these presents, to reimburse and retain to him and themselves all such sum and sums of money as he or they shall necessarily expend or lay out by reason of any suit or suits in law touching the premises, not occasioned by any breach of trust by the said O. W. his executors or administrators. In witness, &c.

Letter of attorney.
Covenant not to discharge the bond.
Proviso for trustee to pay the wife interest of the bonds.

Covenant that the husband shall permit trustee to pay wife as if a feme sole, and she to give acquittances.

Proviso that trustee shall let out such part of the premises as he may receive.
And that the trustee not chargeable with interest, &c. of such money as is unlent.
And that he may lay out interest in necessary charges in law, &c.

A decree in chancery, whereby said R. P.'s real estate was subjected to pay his debts.

This bond proved, interest thereof since paid and allowed.

Money now remaining due.

Consideration.

Assignment.

Letter of attorney.

Covenant to justify and confirm what shall be done by virtue hereof,

and not to revoke any authority hereby given, nor release the bond, &c.

pending, wherein dame M. P. widow and relict of the said Sir R. P. and P. and M. P. infants by the said dame M. their next friend, were plaintiffs, and T. P. esq; son and heir of the said Sir R. P. and others were defendants, and in a cross cause wherein the said T. P. by his next friend was plaintiff, and the said M. P. and others were defendants, the real estate of the said R. S. was subjected to the payment of his debts: *And whereas* the said bond or obligation was proved in the said causes, and the receiver appointed by the said court of the estate, late of the said Sir R. P. has cleared and paid the interest due upon the said bond to the — of — and has been allowed the said payments before the master, to whom the account of the said estate is referred by the said court, and such payments of interest are indorsed upon the said bond, as by the said bond or obligation, and condition and indorsement thereupon, and the said will and probate thereof, and the said decree and master's report, and other proceedings in the said causes in the said court of chancery, relation being thereunto had, doth and may more fully appear: *And whereas* the said principal sum of 100*l.* together with the sum of — *l.* for the interest thereof, (amounting together to the sum of — *l.*) is now remaining due upon the said bond from the estate late of the said Sir R. P. *Now this Indenture witnesseth*, that for and in consideration of the sum of — *l.* of good and lawful money of Great-Britain, to the said M. W. and J. E. in hand well and truly paid by the said E. L. at &c. the receipt, &c. they the said M. W. and J. E. Have assigned, transferred and set over, and by these presents Do, and each of them doth, assign, &c. unto the said E. L. his executors, administrators, and assigns, the said bond or obligation, and all the benefit and advantage thereof, and all monies due or to grow due upon the same. *And* the said M. W. and J. E. do by these presents make, ordain, &c. (*as usual*) and to do or cause to be done all lawful act and acts, thing and things, for therecovering, obtaining and getting of the said debt or sum of money which they the said M. W. and J. E. might or could do or cause to be done; and also to keep and detain to his and their use all such monies so to be received, without any account to be given to the said M. W. and J. E. or either of them, their or either of their executors or administrators concerning the same; *And* the said M. W. for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not jointly, nor one of them for the other of them, nor for the heirs, executors, administrators, nor acts of the other of them, do covenant with the said E. L. his executors, administrators and assigns, by these presents, in manner following, *viz.* That they the said M. W. and J. E. their, &c. and every of them, shall and will justify, allow, ratify and confirm all and whatsoever the said E. L. his executors, administrators or assigns, shall lawfully do or cause to be done in or about the premises: *And* that neither they the said M. W. and J. E. their, &c. nor any of them, shall or will revoke or make void this letter of attorney, nor any authority hereby given to the said E. L. his, &c. without the consent of the said E. L. his &c. *And also* that they the said M. W. and J. E. their executors or administrators, shall not nor will (unless it be at the request of the said E. L. his executors or administrators,) release or discharge the said obligation, or any debt thereby due, nor disavow or become nonsuit in any action or suit to be brought upon the said obligation; nor do or willingly suffer to be done any act or thing whereby the said monies payable, or which shall grow payable by or upon the said obligation, may not be recovered, had and received

received by the said *E. L.* his executors or administrators, to his and their own use ; And will do any other or further reasonable act or acts for the better assigning the said bond and monies thereby secured unto the said *E. L.* his executors, administrators or assigns, provided that they, or any of them, be not at any charge, nor compelled to travel from their respective places of abode for doing thereof : And the said *E. L.* for himself, his heirs, executors and administrators, doth covenant with the said *M. W.* and *J. E.* their executors and administrators, by these presents, that he the said *E. L.* his, &c. shall and will from time to time, and at all times hereafter, save and keep harmless and indemnified the said *M. W.* and *J. E.* their heirs, &c. and every of them, of and from all costs, charges, damages, and expences whatsoever, which shall or may any way fall upon or become payable by or be recovered against the said *M. W.* and *J. E.* their heirs, executors, or administrators, or any of them by means or occasion of any action or actions, suit or suits, to be brought or prosecuted in the names of the said *M. W.* and *J. E.* (or either of them) their or either of their executors or administrators, by virtue of these presents, or of any power or authority hereby given unto the said *E. L.* his executors, administrators or assigns.

The assignee covenants to indemnify the assignors from costs, &c. actions, &c. prosecuted in their names.

In witness, &c.

An Assignment of a Bond, for Payment of Money, pursuant to an Order in Chancery.

THIS INDENTURE made, &c. Between *J. L.* of, &c. and *J. R.* of, &c. Whereas, &c. (*Recite the Bond from J. B. and J. S. to the said J. L.*) as by, &c. Now this Indenture witnesseth, That the said *J. L.* in obedience to and in pursuance of a decree or order made, &c. last past before the date hereof, in his majesty's high court of Chancery, upon a hearing in a cause there depending between the said *J. R.* plaintiff, and the said *J. L.* and *J. S.* defendants, Hath assigned and set over unto the said *J. R.* his, &c. As well the said obligation, &c.

An Assignment of an Assignment of a Bond for Payment of Money.

By Indenture.

THIS INDENTURE made, &c. Between *T. H.* of, &c. of the one part, and *C. B.* of, &c. of the other part. Whereas, &c. Recital of the bond, and of an indenture of Assignment thereof : Now this Indenture witnesseth, That, &c. (as usual to) recited bond or obligation, and the said recited indenture of assignment thereof and all and every such sum, &c. and all the right, &c. of, in or to the said bond or obligation, and the said indenture of assignment thereof, and all benefit, &c. To have, &c. the said bond, assignment, monies, and all, &c. (*Add a letter of attorney and covenants ; see before.*) In witness, &c.

An Assignment of an East-India Bond by a Feme Sole (by the Consent of her intended Husband) to Trustees for her Use notwithstanding her Coverture.

Recital of
East-India
bond to E. F.
which is as-
signed to B.
the possessor
thereof.

Agreement on
treaty of mar-
riage.

Consideration.

Assignment.

Upon trusts.

THIS INDENTURE TRIPARTITE, made, &c. Between A. of, &c. of the first part, B. of, &c. spinner, of the second part, and C. and D. (two trustees) of the third part. *Whereas* the English company trading to the East-Indies, by their bond or obligation under their common seal, bearing date on or about the, &c. and numbered 1708, became bound unto E. F. esq; in the penal sum of 200*l.* with condition thereunder written for the payment of 100*l.* and interest unto the said E. F. his executors, administrators or assigns, on a certain day therein mentioned. *As* by the said bond or obligation may appear: *And whereas* the said bond is duly assigned to the said B. who is at present thereof possessed, and intitled to the money due thereupon: *And whereas* a marriage is intended (by God's permission) to be shortly had and solemnized between the said A. and B. And it has been agreed between them, that the said bond or obligation, and all monies thereupon due, should before the solemnization of the said intended marriage be assigned in such manner and upon such trusts as are herein after mentioned and expressed of and concerning the same: *Now this Indenture witnesseth* that in pursuance of the said agreement, and for and in consideration of the sum of 5*s.* of, &c. to the said B. in hand, paid by the said C. and D. at or before, &c. the receipt whereof is hereby acknowledged, she the said B. (by and with the consent of the said A. testified &c. (Hath assigned, transferred, and set over, and by, &c. Deed &c. unto and to the use of the said C. and D. their executors, administrators and assigns, the said recited bond or obligation, and all monies thereupon due and to grow due, and all benefit and advantage to be had, made or obtained, upon or by virtue of the said bond or obligation: *Nevertheless upon the Trusts*, and to and for the intents and purposes herein after declared, mentioned and expressed of and concerning the same, *viz.* in Trust for the said B. her executors, administrators and assigns, until the solemnization of the said marriage; and from and after the solemnization thereof, *Then upon Trust* that they the said C. and D. and the survivor of them, and their executors, administrators and assigns of such survivor, shall and do from time to time, and at any time or times then after, assign, pay, apply, and dispose of the said bond or obligation, and the said principal sum of 100*l.* and the interest, profit, and proceed to arise and be made thereof, unto such person and persons, in such parts and shares, and for such uses, intents and purposes, as she the said B. by deed or writing, deeds or writings under her hand and seal, duly executed in the presence of two or more credible witnesses, or by her last will and testament in writing, or any other writing purporting to be her last will and testament, signed and published in the presence of the like number of witnesses, shall from time to time, notwithstanding the said intended coverture, direct or appoint with or without the consent of the said A. (it being intended that the premisses hereby assigned shall not be subject to his controul, disposal, forfeiture or incumbrance;) *And* for want of such direction or appointment, then in trust for all and every the child and children of the body of the said B. to be begotten, to be paid entirely to one such child in case there be

no more than one ; and to be equally divided between them share and share alike in case there shall be more such children than one : *But* in case there shall be no child or children of the body of the said *B.* or there being such, all of them shall happen to die before any of them shall attain the age of 21 years, *Then in Trust* for the said *A.* his executors, administrators, and assigns ; *Provided*, and it is hereby declared, that the receipt in writing of the said *B.* under her hand and seal, shall after the solemnization of the said intended marriage, be a sufficient discharge for the said bond or obligation; or so much of the monies thereupon due and to grow due, as she shall think fit to receive and take into her own hands. *Provided also*, and it is hereby declared and agreed, that when the said principal sum of 100*l.* shall be paid in by the said company, (trading as aforesaid) the same shall and may be from time to time placed out by the said *C.* and *D.* or the survivor of them, or the executors or administrators of such survivor, upon some security at interest, to be approved of by the said *B.* (in case she shall then be living, or otherwise without such approbation ;). *And that* the same 100*l.* when so placed out, and the interest, profit and proceed to arise and be made thereof, shall be upon the same or the trusts aforesaid ; *And* the said *A.* for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree, to and with the said *C.* and *D.* their executors and administrators, by these presents, in manner following, *viz.* That the said bond or obligation, and the said principal sum of 100*l.* and all interest, profit and proceed arise thereby, shall and may from time to time, and at all times before and after the solemnization of the said intended marriage, be received, taken, used and quietly enjoyed, pursuant and according to such directions and appointments as shall be thereof made by the said *B.* notwithstanding her coverture, without the let, suit, interruption or disturbance of or by the said *A.* his executors, administrators or assigns, or of or by any person or persons lawfully claiming or to claim, from or under him, them, or any of them : *And* also that he the said *A.* his executors and administrators, shall and will from time to time, and at all times hereafter, do, perform, and execute any such reasonable act, matter or thing, acts, matters or things whatsoever, as by letter or letters of attorney irrevocable, or otherwise, for the making good and effectual the assignment hereby made, and such dispositions as by such direction or appointment as aforesaid shall be made of the said principal sum of 100*l.* and of the interest, profit and proceed thereof, or of any part or parts thereof, and of the said bond or obligation, or other security to be made or taken by virtue or in pursuance of these presents for the said sum of 100*l.* or any part thereof, and any the interest, profit, or proceed thereof, or any part thereof, as shall be reasonably required, by the said *C.* and *D.* or by the survivor of them, or the executors, or administrators of such survivor. *Provided*, and it is hereby declared and agreed by and between the said parties to these presents, that the said *C.* and *D.* or either of them, or the heirs, executors, or administrators of either of them, shall not be answerable for any loss that shall happen of the said principal sum of 100*l.* or part thereof, or of the interest, profit, or proceed to be made thereof, without their wilful neglect or default ; *And* that they, either or any of them, shall not be answerable for the other or others of them, or for the acts, defaults or receipts of the other or others of them, but

Proviso that when the company pays off the bond, the money to be put out upon the same trusts.

Husband covenants that the money shall be so enjoyed without his interruption.

That he will execute further acts, &c.

Proviso that the trustees shall not be answerable for loss, &c.

every one of them for his own acts, defaults and receipts only; And that they, any or either of them, shall not be answerable for any more monies than they shall respectively actually receive; And that they, each and every of them, shall be reimbursed all their costs, charges and expences which they shall respectively lay out, expend or be put unto in the execution or management of the before mentioned trusts, or any of them, out of the before mentioned principal sum of 100*l.* or the interest, profit, or proceed thereof. *In witness, &c.*

An Assignment of a Bond in Trust for the Uses of Marriage Articles, in Discharge of the Residue of Money (a Mortgage being made for Part) due on a Bond to the like Uses.

Recital of
bond from
M. H. to
C. W. to uses.

Another from
R. M. now
deceased, and
said *J. E.* to
said *M. H.*
Mortgage from
M. H. to *C. W.*

Assignment of
second bond.

Letter of at-
torney upon
trust.

THIS INDENTURE QUADRIPARTITE, made, &c. Between *M. H.* of, &c. of the first part, *J. E.* of, &c. of the second part, *E. H.* of, &c. and *R.* his wife, of the third part, and *C. W.* of, &c. and *L. H.* of, &c. of the fourth part. *Whereas* the said *M. H.* in and by one bond, &c. dated, &c. became bound unto the said *C. W.* in the penal sum of, &c. conditioned for the payment of &c. on, &c. to be applied and disposed to, for and upon such ends, intents, trusts and purposes, as were agreed and declared in and by certain articles of agreement, bearing date, &c. and made between the said *E. H.* of the one part, and the said *C. W.* and *L. H.* of the other part: *And whereas* *R. M.* of, &c. since deceased, together with the said *J. E.* in and by one bond, &c. became bound unto the said *M. H.* in the penal sum of, &c. conditioned to be void on payment by the said *M. R.* and *J. E.* of the sum of, &c. on, &c. as by &c. *And whereas* the said *M. H.* hath, in and by one indenture bearing date the day next before the day of the date hereof, granted to the said *C. W.* by way of mortgage a messuage, &c. for security ——— *I.* and interest towards discharging and in part of payment of the said first recited bond: *Now this Indenture witnesseth*, that the said *M. H.* for the payment and satisfaction of, &c. and in full discharge of the said first recited bond, and in consideration also of the sum of 5*s.* of, &c. to her in hand, &c. by the said *C. W.* and *L. H.* who &c. she the said *M. H.* hath, &c. unto the said *C. W.* and *L. H.* their, &c. The said last recited bond or obligation entered into by the said *R. M.* and *J. E.* to the said *M. H.* as aforesaid, and the monies thereby secured, and all her right, &c. *And, &c.* (Letter of attorney for her and in her name, and in the name or names of her executors and administrators, but upon the trusts and for the ends, intents and purposes in the said articles mentioned, to ask, &c. and for non-payment, &c. and on payment, &c. All which monies, when received, shall and ought to be laid out, applied and disposed to and for such uses, intents, trusts and purposes, as are agreed and declared by and in the said before mentioned articles. *And, &c.* (Covenant not to receive the money, nor release, &c.) *In witness, &c.*

An Assignment of a Bond for Payment of Money, from the Obligee to a Friend of one of the Obligors (who was bound as Surety with the other Obligor for his proper Debt) in Trust for the said Surety, given on his paying the Money, he having no Counter Bond or other Indemnity.

THIS INDENTURE, made, &c. Between T. L. of, &c. of the one part, and A W. of, &c. widow, and R. S. of, &c. of the other part. *Whereas* by one bond, &c. bearing date, &c. A. M. of, &c. (together with the said R. S. but for the proper debt of the said A. M.) became jointly and severally bound unto the said T. L. in, &c. *And whereas* before the day of the date of these presents, it was agreed by and between the said T. L. and R. S. that the said T. L. in consideration of the sum of, &c. to him paid by the said R. S. should assign over the said bond unto her the said A. W. and give and grant unto her the said A. W. and her assigns, full power and authority to receive and take of the said A. M. his, &c. the money due and to be due on the said bond, in trust for him the said R. S. *Now*, &c. as well for and in consideration of the said sum of 625*l.* in hand, &c. by the said R. S. and in performance of the said agreement on the part of him the said J. T. and also for and in consideration of the sum of 5*l.* of, &c. by the said A. W. the receipt, &c. He the said T. L. *Hath*, &c. unto the said A. W. her, &c. (Letter of attorney in trust for R. S. &c. and proper covenants as usual; see before.) In witness, &c.

An Assignment of a Bond for Payment of Money for Goods sold on their Arrival abroad.

TO ALL, &c. D. F. &c. sends greeting. *Whereas* R. L. for himself, and J. B. and J. M. of, &c. in New England, merchants, by obligation under his hand and seal, dated the, &c. stands bound unto the said D. F. in the sum and penalty of ——— *l.* of, &c. with condition underwritten, That if the said R. L. J. B. and J. M. or either of them, their, &c. should pay unto the said D. F. at London, his, &c. the sum of, &c. of like money, &c. for merchandizes bought by the said R. L. for himself and the said J. B. and J. M. of the said D. F. and shipped on board the T. J. M. master, bound from London to B. in New England, six months after the safe arrival and delivery of the said goods at B. aforesaid to them or their, or either of their order, then the said obligation to be void, or to that effect, as thereby, relation, &c. which said goods are since arrived and delivered at B. aforesaid: *Now know ye*, That for and in consideration of the sum of, &c. to the said D. F. in hand, &c. the receipt, &c. he the said D. F. *Hath* assigned and set over, and by these presents *Doth* fully and absolutely assign and set over, and deliver unto the said J. D. his, &c. the said recited bond or obligation, and all monies therein, and in the condition thereof mentioned, and thereupon to grow due and payable, and all his right, &c. *To have*, hold and receive the same unto the said J. D. his, &c. to his and their own proper use and behoof: *And* for the better recovery and receiving thereof, he the said D. F. doth hereby make, &c. the said J. D. his, &c. to be his true and lawful attorney, &c. (Letter of attorney, and then insert the usual covenants)

Covenant to
make good
monies de-
ducted.

covenants.) And the said D. F. for himself, his, &c. doth hereby further covenant and agree with the said J. D. his, &c. that if the said R. I. J. B. and J. M. their, &c. or any of them, shall make any deduction or abatement out of the said sum of ——— l. and interest thereof, due or to grow due and payable by virtue of the said recited bond, upon account of damage of the said goods, or upon any other pretence whatsoever, that then he the said D. F. his, &c. will pay and make good to the said J. D. his, &c. whatsoever shall be deducted or abated out of the said sum as aforesaid. *In witness, &c.*

An Assignment of a Bond for the peaceable Enjoyment of a Ship ; made in assigning a Bill of Sale of the Ship.

Recital of the
bond,

Bill of sale.
Assignment.

Letter of at-
torney.

Covenant
that the bond
is not vaca-
ted, &c.

To do any
further act for
the assignees
having the
benefit thereof.

TO ALL, &c. T. M. &c. sends greeting. Whereas J. O. and D. R. &c. by obligation under their hands and seals bearing date, &c. stand bound unto the said T. M. in the penal sum of, &c. with condition thereunder written, reciting therein that they the said J. O. and D. R. by bill of sale under their hands and seals, dated therewith for the considerations therein mentioned, Did grant unto the said T. M. all that ship called the M. burthen about ——— tons, whereof P. J. then late was master, and all appurtenances and things to the said ship belonging ; that if the said T. M. his, &c. shall enjoy the said ship with her appurtenances, free of all former gifts, &c. by them or any other persons whatsoever, then the said obligation to be void, or to that effect, as by the said, &c. And whereas the said ship by bill of sale, dated herewith, is now sold unto S. H. &c. Now these present witnesses, That to the intent the said S. H. may have and take the benefit of the said obligation for his security and enjoyment of the said ship and in consideration of the sum of 5s. to him the said T. M. in hand paid by S. H. before sealing hereof, the receipt, &c. he the said T. M. Hath assigned and set over, and Doth hereby assign and set over unto the said S. H. his, &c. the said recited obligation, and all his right, title, interest, property, benefit of action, claim and demand of, in and to the same ; And the said T. M. doth hereby make, name and appoint the said S. H. his, &c. his lawful attorney, &c. And the said T. M. for himself, his, &c. doth hereby covenant, &c. to and with the said S. H. his, &c. that he the said T. M. hath not at any time released, vacated, destroyed and discharged the said obligation ; And that he the said T. M. will at any time, at the request and charge of the said S. H. his, &c. do any further acts the better to enable him and them to recover and receive all benefit and advantage, by or in respect of the said obligation, to his and their own use and uses, as by him and them, or his or their own counsel shall be reasonably required. *In witness, &c.*

An Assignment of a Bond to perform Covenants from the first Mortgagee to an Assignee of the said Mortgagee.

Recitals.
Of mortgage.

THIS INDENTURE &c. Between J. T. of, &c. of the one part, and R. G. of, &c. of the other part. Whereas by indenture of mortgage, bearing date, &c. and made between A. S. of, &c. T. S. the

the younger, of, &c. and S. his wife, and T. S. the elder, of, &c. of the one part, and the said J. T. of the other part, they the said T. S. the younger, and S. his wife, and the said A. S. and T. S. the elder, for the considerations therein mentioned, *Did* demise and grant unto the said J. T. two messuages and several parcels of arable land situate, &c. in the said indenture particularly mentioned and described: *And where-* Of bond.

as the said T. S. the younger, and A. S. by their bond or obligation bearing even date with the said recited indenture, *Did* become jointly and severally bound to the said J. T. in the penal sum of 400*l.* conditioned that he the said T. S. the younger, his heirs, executors and administrators, should observe, perform, fulfil and keep, all and singular the covenants, payments, and agreements, mentioned and contained in the said recited indenture; as by the said in part recited indenture and bond or obligation and the condition thereof, (relation being to them respectively had) more at large may appear: *And whereas* by indenture Of assign-
tripartite of assignment, bearing even date with, and executed immedi- ment of the
ately before these presents, and expressed to be made *Between* the said mortgage.

J. S. the younger of the first part, the said J. T. of the second part, and the said R. G. of the third part, the said J. T. in consideration of 210*l.* and the same T. S. in consideration of 90*l.* therein mentioned to be to them respectively paid by the said R. G. *Did* (by the direction of the said T. S. the younger) assign and set over unto the said R. G. the said messuage, &c. and all other the premisses whatsoever, demised by the said recited indenture of mortgage as aforesaid, with their appurtenances, for the remainder of 830 years, thereby granted, as by the said last in part recited indenture, &c. *Now this Indenture witnesseth,* Assignment
That the said J. T. to the intent and purpose that the said R. G. may of the bond,
have the benefit and advantage of the said recited bond or obligation, if the condition thereof, if the same shall happen hereafter to be broken and not performed, and also for other good causes and considerations, him the said J. T. in this behalf moving, *Hath* granted, bargained, sold, transferred, assigned and set over, and by these presents *Doth* fully, freely and absolutely, grant, &c. unto the said R. G. his executors and assigns, the said recited bond or obligation, and all the benefit, profit and advantage which shall or may be had, gotten or obtained thereby, if the condition thereof shall happen hereafter to be broken and not performed; *And* the said J. T. for the considerations aforesaid, doth Special letter.
also by these presents make, assign, ordain, constitute, appoint, and in of attorney,
his place and stead put the said R. G. his executors and administrators his true and lawful attorney and attornies irrevocable, in the name and names of the said J. T. his executors and administrators, but for the sole use and benefit of the said R. G. his executors and administrators, to ask, sue for, (in law or equity) levy, require, recover and receive of and from the said T. S. the younger, his heirs, executors or administrators, the said penal sum of 400*l.* mentioned in the said recited obligation, or any part thereof, if the condition of the same obligation shall happen to be hereafter broken and not performed, giving, and by these presents granting unto his said attorney and attornies his full and whole power and authority, in and about the premisses, for him and in his name, but to the only use of the said R. G. to do, perform, fulfil, accomplish and execute all such lawful ways and means whatsoever, as shall be needful, necessary or requisite to be done, in, about or touching or concerning the same, as fully and amply in every respect to all intents and

Covenant
that the assignor
has not,
nor will discharge
the
bond,

And that the
assignee, if
the bond be-
comes forfeit-
ed, shall have
the benefit
thereof.

Letter of at-
torney not to
be revoked.

and any suit,

&c. discharged,

Covenant to
indemnify the
assignor.

and purposes as the said J. T. might or could do if he were personally present at the doing thereof, he the said J. T. ratifying and by these presents allowing and confirming all and whatsoever his said attorney or attornies shall lawfully do or cause to be done in or about the execution of the same, according to the intent and true meaning of these presents. And the said J. T. for himself, his heirs, executors and administrators, and for every of them, doth covenant and grant to and with the said R. G. his executors, administrators and assigns, by these presents, that he the said J. T. hath not at any time heretofore remised, released, nor any ways discharged the said bond or obligation, or the sum of money therein contained, nor the said T. S. the younger and A. S. therein named; neither shall he the said J. T. nor his executors, or administrators, or any of them at any time hereafter remise, release or otherwise discharge the said bond or sum of money therein contained, nor the parties obliged, nor either of them, their or either of their heirs, executors or administrators or any of them; And that he the said R. G. his executors, administrators and assigns, shall or may (if the said bond shall happen hereafter to become forfeited) have and enjoy the penalty thereof and the sum of money therein contained and expressed, to his and their own proper use and benefit, without any account to be given, yielded or rendered for the same or any part thereof, to the said J. T. his executors, administrators or assigns, or any of them; And that neither he the said J. T. nor his executors nor administrators nor any of them, shall or will revoke, release or discharge this present letter of attorney, nor any other power or authority thereby given, nor release, discharge disclaim or discontinue any suit, process, judgment, execution, order or decree which shall or may at any time hereafter be obtained or gotten against the said T. S. the younger, and A. S. or either of them, their or either of their heirs, executors or administrators, but shall and will ratify, allow and confirm the same and every of them, and all and every other lawful act and acts, thing and things whatsoever, which he the said R. G. his executors, administrators or assigns, shall lawfully do or cause to be done, in, about, or for, touching or concerning, or by reason or means of the premises, according to the intent and true meaning of these presents; And the said R. G. for himself, his executors and administrators, and for every of them, doth covenant, promise and grant to and with the said J. T. his executors, administrators and assigns, and to and with every of them by these presents, that he the said R. G. his, &c. or some of them, shall and will, from time to time and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, as well the said J. T. his executors and administrators, as also the lands, goods and chattels of him, them and every of them, of and from all and all manner of costs, charges, losses, troubles, expences and damages whatsoever, which they or any of them shall or may sustain, lay out, expend or be put unto, for or by reason or means of any suit or suits, process, judgment, execution, order or decree, so to be had and obtained as aforesaid, or any disbursement or costs that shall be had, obtained or gotten, in, upon, about or any ways touching or concerning any such suit or process, or otherwise howsoever, for, touching or concerning, or by reason or means of the premises, according to the intent and true meaning of these presents. In witness, &c.

An Assignment of a Bond of Bottomry.

THE same as an assignment of another bond, only after the recital of the bond recite: *And whereas* the said ship did on or about the ——— safely arrive in the river *Thames* from the said voyage: *Now know ye, &c.*

Of a Bail-Bond.

W. R. esq. Sheriff of the county of ——— do hereby assign the within bail-bond to the use of the plaintiff, to be sued for by him, according to the form and effect of the statute in that case made and provided. *In witness* whereof I have hereunto set my hand and the seal of my office, this ——— day of ———

*Sealed and delivered in
the presence of
G. R.
S. W.*

An Assignment of a Bond of Arbitration and Money awarded, (reciting that the Assignee had been bound as Surety for the Assignor, and reciting the Bond of Arbitration and an Award thereon) for indemnifying the Assignee against his Suretyship.

TO ALL PEOPLE to whom, *Ec.* I *R. S.* of *London*, merchant send greeting, *Whereas* my loving friend *J. T.* of, *Ec.* at the special instance and request, and for the proper debt of me the said *R. S.* standeth bound and obliged with me the said *R. S.* unto *A. G.* of, *Ec.* in and by one bond or obligation, bearing date, *Ec.* in the penal sum of 100*l.* of, *Ec.* conditioned for the true payment of 51*l.* 10*s.* of like money, on, *Ec.* as by, *Ec.* *Which* said sum of 50*l.* doth yet remain due and unpaid, and the said recited bond or obligation is and standeth in full force; *And whereas* *J. F.* of, *Ec.* and I the said *R. S.* by our several bonds or obligations, bearing date, *Ec.* do stand bound and obliged each to the other, in the penal sum of 600*l.* of, *Ec.* conditioned for the true observance and performance of the award, arbitrement, determination and judgment of *J. K. R. T.* and *R. W.* of *London*, merchants, or any two of them arbitrators between us indifferently chosen to end and determine all and all manner of suits and differences whatsoever, to the day of the date of the said bonds or obligations; the burthen of which said award two of the said arbitrators, *viz.* *R. T.* and *W. W.* took upon them, and after a full and due examination, and consideration of the matters in difference between the said *J. F.* and me the said *R. S.* they the said *R. T.* and *W. W.* did make and give up their award in writing indented under their hands and seals, bearing date, *Ec.* whereby the said *R. T.* and *W. W.* (amongst other things) did award and order that the said *J. F.* his, *Ec.* should pay, *Ec.* unto me the said *R. S.* my executors, administrators or assigns, the full sum of 82*l.* of, *Ec.* in manner following, (that is to say,) *Ec.* (at different times) as by, *Ec.* *Now know ye*, That I the said *R. S.* for indemnifying him the said *J. T.* his, *Ec.* of and from the said recited bond wherein the

said

Letter of attorney.

Proviso as to the overplus of the money assigned after the debt paid.

In case the assignee be otherwise indemnified, then to deliver back, &c.

said J. Y. stands bound with me the said R. S. unto the said A. G. and that the said J. Y. his executors and administrators may be hereby enabled to reimburse him and themselves the same and the said sum of 50*l.* and the interest thereof, in case he shall be compelled to pay the same; and all costs, charges and damages that he or they shall or may sustain, or to be put unto by reason thereof, *Have granted, &c.* unto the said J. Y. his, &c. *The said recited bond unto me the said R. S. and all sums, &c. to me due or to be due by virtue thereof, and of the said recited award or either of them; To have, hold and enjoy the same and every part thereof to his, and their own use and uses; And I the said R. S. hereby for myself, &c. do constitute, depute, &c. and, &c. (Covenants not to receive the money, nor release, &c.) Provided always, and it is the true intent, &c. that if the said J. Y. his, &c. shall have received of and from the said J. F. his, &c. the said sum of 82*l.* on or before, &c. it shall be lawful for him the said J. Y. his, &c. thereout to pay unto the said A. G. his, &c. the said principal sum of 50*l.* and all interest due for the same, and to deduct to him the said J. Y. his, &c. all costs, charges, and damages, that he or they shall or may sustain by virtue thereof; and afterwards that he the said J. Y. his, &c. shall well and truly pay or cause, &c. unto me the said R. S. my, &c. the overplus or residue of the money; or in case the said J. Y. his, &c. shall not have received any money upon or by virtue of the said recited bond or obligation on or before the said, &c. and shall in the mean time be otherwise indemnified and saved harmless by me the said R. S. my, &c. of and from the said recited bond or obligation wherein we stand jointly and severally bound to the said A. G. that then the said J. Y. his, &c. shall deliver up to me the said hereby assigned bond or obligation safe, whole and uncanceled. In witness, &c.*

VII. Of Bond and Judgment.

An Assignment of a Bond and Judgment, the Judgment being obtained on a Suit upon Non-payment of the Principal and Interest due on the Bond.

Recital.

Bond given.

Default in payment.

Judgment thereon.

Assignment.

THIS INDENTURE, &c. *Between S. B. of, &c. of the one part, and W. G. of the other part. Whereas T. B. esq; (by the name of Sir T. B. bart. of, &c. and J. J. of, &c. by their bond or obligation bearing date, &c. became jointly and severally bound unto the said S. B. in the penal sum of — conditioned for payment of the sum of — of, &c. with lawful interest for the same, unto the said S. B. his executors, &c. or, &c. as by the said bond, &c. And whereas default being made in payment of the said sum of — and interest, secured by the said bond, he the said S. B. did in Hilary term now last past obtain a judgment in his majesty's court of common pleas at Westminster, in an action of debt for the sum of — upon the said bond, besides costs of suit, against them the said Sir T. B. and J. J. as by the record of the said judgment entered up into the same court, &c. And whereas there is now due and owing to the said S. B. the whole principal money, interest and costs by virtue of the said recited bond and judgment: Now this Indenture witnesseth, That for and in consideration of the sum of — of, &c. to the said S. B. &c. by the said W. G. at or before, &c. the receipt, &c. he the said S. B.*

Haib

Hath assigned, transferred and set over, and by, &c. Doth, &c. unto the said W. G. The said recited bond and judgment so recovered thereon as aforesaid, and all money thereupon due or to become due and owing, and all benefit and advantage whatsoever to be had, made or obtained by virtue or means of the said bond and judgment, or either of them, or of any process, extent or other execution or executions to be thereupon had, sued out and executed; and all the right, interest and property, claim and demand, whatsoever, both in law and equity, of him the said S. B. of, in, to or out of the said hereby assigned bond and judgment, monies and premisses, and every part and parcel thereof; To have, hold, receive, take and enjoy all and singular the hereby assigned monies and other the premisses, unto the said W. G. his executors, administrators and assigns, from henceforth to, and for his and their own proper use and benefit for ever; And for the better and more effect-

Letter of at-
torney.

nal enabling, &c. the said W. G. his executors, administrators and assigns, to recover and receive all and singular the said hereby assigned monies and premisses, to and for his and their own use and benefit, he the said S. B. hath and by these presents doth authorize, &c. the said W. G. his, &c. his true and lawful attorney, &c. in the name of him the said S. B. his, &c. but at the proper costs and charges of him the said W. G. his, &c. to sue and prosecute any action, suit, execution or extent upon the said judgment, and to acknowledge, make and give full satisfaction, release and discharge, for all monies thereby secured, and now due and owing or to become due and owing by virtue of the said bond and judgment or either of them, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving, as also for the releasing and discharging of all and singular the said hereby assigned monies and premisses, and that in as full, large, ample and beneficial manner, to all intents, constructions and purposes whatsoever, as he the said S. B. his executors or administrators, could or might do, if personally present and did the same, and doth hereby for himself, his executors and administrators, ratify and confirm all such legal acts as he the said W. G. his, &c. shall do or cause to be done in the premisses, by virtue of these presents; And the said S. B. for himself, his executors, administrators and assigns, doth covenant by these presents, in manner as follows, viz. that he the said S. B. hath not received or discharged all or any parts of the monies due on the said bond and judgment, or either of them, and that he the said S. B. his, &c. shall not, nor will at any time hereafter receive, release or discharge the said bond and judgment or either of them, or any monies thereby secured; nor release, non-suit, vacate or disavow any suit or other legal proceedings to be had, made or prosecuted by virtue of these presents, for the suing for, recovering, releasing or discharging the said bond and judgment or either of them, without the licence of the said W. G. his, &c. first had in writing for that purpose, nor shall or will revoke, invalidate, hinder or make void these presents or any authority or power hereby given to the said W. G. his, &c. without such licence as aforesaid, and that he the said S. B. his, &c. shall and will at the request and charge of the said W. G. his executors or assigns, at any time make, do and execute any further or other lawful and reasonable act or acts in the law, for the better enabling the said W. G. his, &c. to recover and receive all and singular the hereby assigned monies and premisses to and for his or their own use and benefit,

Covenant that
assignor has not
received the
money, nor
will release,
&c. but will
execute any
further act,
&c.

as

Assignor's indemnity.

as by him or them, or by his or their counsel in the law, shall be reasonably advised or required, so as no person for the doing thereof be compelled to go from his or their then place of habitation and abode: And the said *W. G.* for himself, his executors, administrators and assigns, doth hereby covenant to and with the said *S. B.* his executors and administrators, by these presents, that he the said *W. G.* his executors or administrators, shall and will at all times indemnify the said *S. B.* his executors and administrators, of, from and against all costs, charges, expences and damages which he, they or any of them, shall pay, sustain, or be put unto, for or by reason or on account of any proceedings to be had either in law or equity on account of the premises, by virtue or means of these presents, so as the same do not arise or accrue through the collusion or act of the said *S. B.*

An Assignment of a Bond and Judgment after a Verdict, in Consideration of Money paid down.

Recital of a bond.

Verdict.

Final judgment.

Money paid.

Assignment.

Letter of attorney.

Covenant that the assignor has not discharged, &c. nor will release, &c.

THIS INDENTURE, made, &c. Between *E. W.* of, &c. spinster, of the one part. and *W. B.* of *Lincoln's Inn*, in the county of *Middlesex*, gent. of the other part. *Whereas* on or about the — in the — year, &c. *J. B.* of, &c. esq; became bound to the said *E. W.* in one obligation of the penal sum of 320*l.* conditioned for the payment of the sum of 160*l.* and interest, at a time therein mentioned for the payment thereof; as in and by, &c. And whereas at the sittings held at *Guildhall, London*, after *Trinity* term last, the said *E. W.* obtained a verdict against the said *J. B.* in his majesty's court of king's bench for the said 320*l.* besides costs of suit: And whereas in *Michelmass* term last judgment was signed against the said *J. B.* for the said 320*l.* and 15*l.* allowed by the master for costs of suit, by virtue of the said verdict, as by the record of the said judgment now remaining in his said majesty's court of king's bench at *Westminster*, relation, &c. And whereas the said *W. B.* hath on the day of the date hereof paid to the said *E. W.* the sum of 192*l.* 8*d.* of, &c. being the principal, interest and costs due on the said bond and judgment; Now this Indenture witnesseth that the said *E. W.* for and in consideration of the said sum of 192*l.* 8*d.* to her in hand, &c. Hath assigned and set over, and by these presents Doth assign, &c. to the said *W. B.* the said recited bond and judgment recovered thereupon as aforesaid, and all monies due or to be due thereon, and all her the said *E. W.*'s right and title either in law or equity, of, in or to the same; To have, receive and take the same to the said *W. B.* his executors, administrators, and assigns, to his and their own proper use for ever; To which End the said *E. W.* doth hereby authorize, constitute and appoint the said *W. B.* his, &c. her lawful attorney, &c. but at the proper costs and to the sole use of the said *W. B.* his, &c. to use, &c. the monies due or to be due on the said bond and judgment, and to do all necessary acts, &c. in as ample manner to all intents and purposes, as the said *E. W.* her, &c. could do if personally present, and did the same; And the said *E. W.* doth hereby ratify, &c. And the said *E. W.* doth by these presents covenant, promise and agree, to and with the said *W. B.* his executors, administrators and assigns, in manner and form following, (that is to say) That she has not received or discharged, or caused to be received or discharged, all or any part of the monies due on the said bond and judgment.

judgment, or either of them, and that she the said E. W. her, &c. shall not nor will receive, release or discharge the said bond and judgment, or either of them, or release, nonsuit, vacate or disavow any suit or other legal proceedings to be had, made or prosecuted by virtue of these presents, for the suing for or recovering, releasing, compounding or discharging the said bond and judgment, or either of them, without the licence of the said W. B. his executors, administrators, or assigns, in writing, for that purpose first had and obtained: nor shall or will revoke, invalidate, hinder or make void these presents, or any the authorities hereby given to the said W. B. his executors, administrators or assigns, without such licence as aforesaid; And that she the said E. W. her executors or administrators, shall, at the request and costs of the said W. B. his, &c. do any other lawful or reasonable act in the law for the better enabling the said W. B. his, &c. to recover and receive the monies now due, or hereafter to become due, on the said bond and judgment, or either of them, for the respective uses above mentioned. And the said W. B. doth by these presents covenant for himself, his executors, administrators, and assigns, to and with the said E. W. her executors and administrators, in manner following, (that is to say) That he the said W. B. his executors or administrators, shall and will indemnify the said E. W. her executors and administrators, from all costs, charges, damages or expences, which she, they or any of them shall or may suffer, sustain or be put unto on account of any proceedings to be had either in law or equity on account of the premises, by virtue or means of these presents, so as the same do not arise or accrue through the collusion or act of the said E. W. her executors or administrators. In witness, &c.

An absolute Assignment of a Bond and two Judgments thereon by Confession, one in the C. P. in England, and another in the C. P. in Ireland, defeasanced on Payment of a sum of Money, in Consideration of a Sum advanced, subject to such Defeasance.

THIS INDENTURE TRIPARTITE, made, &c. Between J. G. of London, merchant, of the first part, A. L. of Bilbao, in the kingdom of Spain, merchant, of the second part, and J. H. of London, merchant of the third part. Whereas E. C. and F. C. both of, &c. and L. C. of, &c. by their bond, &c. (Recital of the bond and two warrants of attorney:) And whereas by deed poll of defeasance bearing date, &c. last past, (therein reciting the herein before mentioned bond and warrants of attorney for entering up the several judgments thereon) The said J. G. did thereby acknowledge, agree and declare to and with the said (three obligors) that the said two warrants of attorney so by them given, and the several judgments entered, or to be entered up thereon, were so made, given, and to be entered up only for the further and better securing payment to the said J. G. his executors and assigns, of the said 900 l. according to the condition of the said bond: and the said J. G. did thereby for himself, his executors and assigns, covenant with the said (three obligors,) their executors and administrators, that he the said J. G. his executors, administrators or assigns, should not nor would sue out any writ of execution, or other process whatsoever, against them the said (three obligors) any or either of them, their, any or either of their heirs, executors or administrators,

Recitals, viz. As to the bond and two warrants thereon to Mr. G.

As to the defeasance thereon from him to the three obligors.

As to the judgments being entered up.

As to Mr. G.'s name being used in trust for Mr. L.

As to Mr. L.'s now having occasion for the same, and to Mr. G.'s trustee advancing the same.

Considerations.

Premises.

tors, or their or any of their goods or chattles, lands or tenements, until such time as default should be made in payment of the said 900 l. or any part thereof, contrary to the condition of the said bond; and that from and after payment thereof, according to the condition of the said bond, then the said J. G. his executors or assigns, (at the request and charges of the said *(three obligors)* their executors or administrators) would acknowledge satisfaction upon the record of the said judgments, or do any other legal act to vacate the same, as should be reasonably advised or required; *As in and by the said in part recited bond, warrants of attorney and defeasance thereon (relation being to them respectively had) may appear: And whereas* since the executing of the said defeasance, by virtue of the before recited warrants of attorney, two several judgments have been entered up against them the said *(three obligors)* at the suit of the said J. G. upon the said bond, *viz.* One of them in the court of common pleas at *Westminster* for the sum of 1800 l. and the other of them in the court of common pleas in *Ireland* for the like sum of 1800 l. as by the records thereof may appear: *And whereas* the name of him the said J. G. in the said recited bond, warrants of attorney, and in the said several judgments so entered up thereon as aforesaid, was so used, in trust and for the only use and benefit of him the said A. L. and the said sum of 900 l. so secured as aforesaid, was not the proper monies of him the said J. G. but the same was and is the proper monies of and belongs to him the said A. L. *Which* is by him the said J. G. hereby acknowledged, agreed and declared so to be, testified by his being party to and executing of these presents: *And whereas* the said A. L. having immediate occasion for the monies belonging to him and so secured, in trust for him as aforesaid, *He* the said J. H. (at the request of the said A. L.) *Hath* agreed to advance and pay to him the sum of 810 l. and to accept of an assignment of the said bond and two several judgments, and monies thereby secured, together with his the said A. L.'s covenant hereinafter contained, as a further security for payment of the said 810 l. and interest, in such manner as herein after is mentioned and expressed: *Now this Indenture witnesseth,* That for and in consideration of the sum of 810 l. of, *£*c. to him the said A. L. in hand well and truly paid by the said J. H. at or before the executing hereof, and also for and in consideration of the sum of 5 s. of like money to the said J. G. now also paid by the said J. H. the receipt and payment of which said several sums of 810 l. and 5 s. so paid in manner as aforesaid, they the said A. L. and J. G. do hereby respectively acknowledge, and thereof, and of and from every part and parcel thereof, *Do* severally and respectively acquit, exonerate, and for ever discharge the said J. H. his executors, administrators and assigns, and every of them, by these presents, *He* the said J. G. (at the special instance and request, and by the direction and appointment of the said A. L. testified by his being a party to and executing hereof) and also he the said A. L. *Have*, and each of them *Hath* bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth freely, clearly and absolutely bargain, *£*c. unto the said J. H. his executors, administrators and assigns, *As well* the said recited bond, and the said two several judgments so entered up thereon as aforesaid, *As also* the said sum of 900 l. thereby secured as aforesaid, and all and every other sum and sums of money whatsoever thereby secured, due and payable, or which at any time hereafter shall become due and payable, and the full and whole benefit

benefit and advantage of the said bond, and of the said several judgments, and all forfeitures and other benefit and advantage whatsoever to be had, made, taken or obtained by virtue of any execution or executions, or other process whatsoever, to be sued out upon the said judgments, or either of them; and all the right, interest, property, claim and demand whatsoever, both in law and in equity, of them the said J. G. and A. L. or of either of them, of, in, to and out of the said hereby assigned bond, judgment, monies and premisses thereby secured, and every part and parcel thereof; *To have*, hold, receive, take *Habendum.* and enjoy the said bond, judgments, sums of money thereby secured, and all and singular other the hereby assigned premisses, unto and to and for the only use and benefit of the said J. H. his executors, administrators and assigns from henceforth, as and for his and their own proper monies for evermore; and that in as full, large, ample and beneficial manner to all intents, constructions and purposes whatsoever, as they the said A. L. and J. G. or either of them, their or either of their executors or administrators, could or might have had, held, recovered, received or enjoyed the same, if these presents had not been made; *Subject nevertheless* to the herein above recited deed-poll of defeasance touching the same. *And* for the further, better, and more effectual enabling the said J. H. his executors, administrators and assigns, to recover and receive all and singular the said hereby assigned monies and premisses, to and for his and their own use and benefit, they the said A. L. and J. G. *Have*, and each of them *Have*, and by these presents do, and each of them doth authorize, *Ec.* the said J. H. his, *Ec.* the true and lawful attorney and attornies irrevocable of them the said A. L. and J. G. and each of them, and in the names of them or either of them, or of their or either of their executors or administrators, or otherwise, to ask, *Ec.* of and from the said (*three obligors*;) and every of them, their and every of their, *Ec.* the said sum of 900*l.* so secured, and now due and owing as aforesaid; and upon receipt, *Ec.* and upon non-payment thereof, or of any part thereof. (*Subject nevertheless* *Letter of attorney.* *Subject, Ec.* to the aforesaid defeasance) to sue out and prosecute, to effect, any execution or executions, or other process whatsoever, upon the said hereby assigned judgments, or either of them, against the said (*three obligors*;) every, any or either of them, their, every, any or either of their heirs, executors or administrators, their, every, any or either of their goods and chattels, lands, tenements or hereditaments, and also to do all and every such other and further lawful act and acts, thing and things, as shall be advised, and thought fit and requisite for the recovering and receiving of all and singular the hereby assigned monies and premisses, and upon receipt thereof to acknowledge satisfaction upon the records of the said judgments, or to give any other proper and sufficient releases and discharges, or otherwise vacating the same; and finally, to make, do, and execute all and every such further and other lawful acts and things whatsoever, as well for the obtaining, recovering and receiving of all and singular the said hereby assigned monies and premisses, as also for the releasing and discharging of the same, or any part thereof, and that as fully, effectually and absolutely, and in as large, ample and beneficial manner, to all intents, constructions and purposes whatsoever, as they the said J. G. and A. L. or either of them, their or either of their executors or administrators, could or might have done the same if personally present, or as if these presents had never been made;

Covenant from
J. G. that he
has not assign-
ed, &c.

Mr. L. cove-
nants, viz.

As to the
900*l.* being
now due.

Not to release
the same, &c.

Further as-
surances.

If monies not
paid by obli-
gors, then
Mr. L. to pay
the same to
Mr. H.

made ; and each of them the said *A. L.* and *J. G.* doth hereby allow, establish, ratify and confirm all such lawful acts and things as be the said *J. H.* his executors, administrators or assigns, shall do or cause to be done by virtue of these presents, and the power hereby given. *And* the said *J. G.* for himself, his executors and administrators, doth hereby covenant to and with the said *J. H.* his executors, administrators and assigns, that he the said *J. G.* hath not assigned or released the said hereby assigned judgments, or either of them, or any sum or sums of money thereby secured, or thereon due or payable, or any part thereof : *And* the said *A. L.* for himself, his heirs, executors and administrators, and for every of them, doth hereby covenant, promise, grant and agree, to and with the said *J. H.* his executors, administrators or assigns, in manner as follows, viz. That the said sum of 900*l.* so secured by virtue of the said recited bond and the said several judgments so entered up thereon, in trust for him the said *A. L.* in manner as aforesaid, is now justly due and owing to him the said *A. L.* and that the same, or any part thereof, hath not been by him received, released or discharged ; and that they the said *J. G.* and *A. L.* or either of them, their or either of their executors or administrators, shall not nor will at any time hereafter receive the same, or any part thereof ; nor release, discharge or revoke the power or authority hereby given for the recovering and receiving thereof ; nor release or discharge the said hereby assigned judgments, or either of them, or the monies thereby secured, or any part thereof, or any execution or executions, or other process to be had, brought or sued out thereupon, without the consent or direction of the said *J. H.* his executors, administrators and assigns, first had in writing under his or their hands and seals for that purpose : *And also* that they the said *A. L.* and *J. G.* their respective executors and administrators, shall and will from time to time, and at all times hereafter, upon the request and at the costs and charges of the said *J. H.* his executors, administrators and assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful acts and things in the law whatsoever, as well for the corroboration and strengthening of these presents, as also for the further, better, more perfect and absolute assigning, assuring and confirming of the said bond, judgment, monies, and all and singular other the hereby assigned premises, unto, and to and for the only use and benefit of him the said *J. H.* his executors, administrators and assigns, as by him or them, or his or their counsel in the law, shall in that behalf be reasonably advised or required. *And lastly*, he the said *A. L.* (in consideration of the said sum of 810*l.* so paid to him by the said *J. H.* as aforesaid, and in pursuance and performance of his said recited agreement, for better securing re-payment thereof with interest to him the said *J. H.*) doth for himself, his heirs, executors and administrators, further covenant, promise and agree, to and with the said *J. H.* his executors, administrators and assigns, by these presents, (that in case they the said *three obligors*), their heirs, executors or administrators, shall make default or failure in payment of the said sum of 900*l.* to the said *J. H.* his executors, administrators or assigns, by instalments on the several days in the condition of the said recited bond appointed for payment of the same, or any part thereof, in manner aforesaid) that then and in such case (but not otherwise) he the said *A. L.* his heirs, executors or administrators, (immediately after any such default or failure so made in all,

a ny or either of the said payments) shall and will out of his and their own proper monies well and truly pay or cause to be paid in *London* unto the said *J. H.* his executors, administrators or assigns, the said sum of 900*l.* or so much thereof as shall not have been paid by them the said (*three obligors*) in discharge of and according to the true intent of the condition of the said recited bond. *In witness, &c.*

An Assignment of two Bonds, and a Judgment by Executors, in Consideration of Money in Hand paid.

THIS INDENTURE made, &c. *Between A. B. of, &c. and B. B. of, &c. executors of the last will and testament of C. D. late of, &c. deceased, of the one part, and E. F. of, &c. of the other part. Whereas G. H. of, &c. and J. K. of, &c. by their bond, &c. became bound unto the said C. D. by the name of, &c. in the penal sum of, &c. with condition, &c. And whereas the said G. H. and J. K. by one other bond or obligation bearing date, &c. became bound unto the said C. D. in, &c. with condition, &c. as in and by the said several bonds or obligations, relation, &c. And whereas the said C. D. departed this life on or about the, &c. having first made his last will and testament in writing, and the said A. B. and B. B. executors thereof, who have since proved the same in the prerogative court of Canterbury: And whereas the said A. B. and B. B. as executors to the said C. D. did in ——— term last before the date of these presents in his majesty's court of exchequer at Westminster, recover judgment on, the first said recited bond of ——— debt, besides costs of suit, as by the record of the said judgment, relation, &c. And whereas there is now due to the said A. B. and B. B. as executors of the said C. D. on the said first recited bond, and the judgment obtained thereon, for principal and interest, the sum of, &c. and for costs ——— *l.* on the said last recited bond for principal and interest the sum of ——— *l.* which said sums of, &c. make in the whole the sum of, &c. And whereas, at the special instance and request of the said G. H. and J. K. he the said E. F. hath agreed to advance and pay the said A. B. and B. B. the sum of ——— *l.* due on the said recited securities as aforesaid: Now this Indenture witnesseth, That for and in consideration of the said sum of, &c. they the said A. B. and B. B. Have, and either of them Hath assigned, &c. and by, &c. Do and either of them Doth assign, &c. unto the said E. F. his, &c. the said two several bonds or obligations, and the said judgment, and the said sum of, &c. due thereon respectively, and all benefit and advantage of the same; To have, hold, receive and take unto the said E. F. his, &c. to his and their own use and uses, (add a letter of attorney;) And the said A. B. and B. B. for themselves severally, &c. that for and notwithstanding any act, matter or thing by them done or committed to the contrary, there is now justly due and owing on the said recited securities the said sum of, &c. And, &c. (Covenant to do any further act for enabling the assignee to receive the money; another to indemnify the assignor.) *In witness, &c.**

Recital of the bonds.

Testator's death, will, and probate.

Judgment recovered on one of the bonds in scaccario. Money due;

which the assignee agrees to pay.

Consideration.

That notwithstanding any act, &c. the money is due.

An Assignment of a Bond and Judgment to a Trustee, for a Purchaser, to protect his Purchase from Mesne Incumbrances.

Recital of
sale of pre-
misses:

Judgment on
bond against
the vendor by
his son, for
the benefit of
a third per-
son.

Paid off out of
purchase-
money.

Assignment.

In trust for
the purchaser
to protect the
purchase.
Covenant
that the judg-
ment is not
assigned, &c.

TO ALL, &c. *A. A.* of, &c. *B. A.* of, &c. his son, and *C. C.* of, &c. send, &c. *Whereas* the said *A. A.* hath lately sold unto the executors of *P. L.* late of, &c. *Al* &c. for the sum or price of, &c. (part of the personal estate of the said *P. L.*) *In consideration* whereof the same, &c. and premisses by indentures, &c. and made, &c. are conveyed and assured, or mentioned, &c. unto and to the use of the said, &c. their heirs and assigns for ever: *And whereas* a judgment was obtained as of this present ——— term in his majesty's court of king's bench at *Westminster*, against the said *A. A.* at the suit of the said *B. A.* for 95*l.* debt upon bond, besides 63*s.* costs of suit, as by the record of the said judgment may appear; which said judgment was so obtained in the name of the said *B. A.* upon the prosecution and for the benefit of the said *C. C.* to whom the said *B. A.* had assigned the said bond on which the said judgment was grounded, for securing divers sums of monies advanced, and lent to or paid for him the said *B. A.* by the said *C. C.* *And whereas* the said executors of the said *P. L.* by the direction and appointment of the said *A. A.* have on the day of the date hereof, by and out of the said ——— *l.* purchase money, paid and satisfied unto the said *B. A.* and *C. C.* respectively, all sum and sums of money due and owing to them or either of them, on security or by virtue of the said bond and judgment thereupon obtained, or either of them, which they the said *A. A.* *B. A.* and *C. C.* do hereby respectively own, acknowledge and declare, and thereupon the said *A. A.* and *C. C.* have agreed to assign over the said judgment and all the benefit thereof, unto the said *H. H.* in trust for the said executors of the said *P. L.* their heirs and assigns, in manner herein after expressed: *Now know ye*, That in pursuance of the same agreement, and in consideration of the premisses, and also in consideration of the sum of 5*s.* of, &c. the receipt, &c. *They* the said *B. A.* and *C. C.* at the request and by the direction of the said *A. A.* (testified by his executing these presents,) *Have* and each of them *Have* granted, &c. and by, &c. *Do* and each of them *Doth*, &c. unto the said *H. H.* his executors, administrators and assigns, the said recited judgment and all benefit thereof, and all powers and remedies, which they the said *B. A.* and *C. C.* or either of them have or hath, or ever had, for recovery of the same monies, or for suing out execution upon, or otherwise prosecuting the said judgment; *To have*, hold and enjoy the said judgment, monies and premisses hereby assigned or mentioned so to be, and all benefit thereof unto the said *H. H.* his executors, administrators and assigns, absolutely for ever; *In trust nevertheless* for the said, &c. their heirs and assigns, to be by them, or any of them, at all times hereafter, made use of for protecting and preserving the said purchases ——— of and from all mesne charges and incumbrances (if any be;) and the said *B. A.* doth hereby for himself, &c. covenant, &c. to and with the said *H. H.* his, &c. that he the said *B. A.* hath not at any time heretofore done or committed any act, matter or thing whatsoever, by means whereof the said judgment

judgment and premisses hereby assigned or mentioned so to be, is, are, shall or may be assigned, discharged, vacated or incumbered in any wise howsoever. (*The like covenants, from C. C. to H. H.*) In witness, &c.

An Assignment of an Assignment (by Indorsement) of a Bond and Judgment, in Trust to protect the Freehold and Inheritance of Lands purchased.

WHEREAS the right honourable J. S. esq; lord chief baron of his majesty's court of exchequer in Scotland, and one of the barons of his majesty's court of exchequer at Westminster, Hath by indenture bearing date the day next before the day of the date of these presents, and other good assurances in the law, purchased the inheritance of several messuages, farms, lands, titles, tenements, and hereditaments, situate, lying and being, coming, growing or renewing within the parish, hamlets, fields, precinct or territories of F. in the county of L. (late the estate of the within named W. S.) of and from the within named G. W. at and for the sum of 6000*l.* *Now these Presents witness,* That for and in consideration of the sum of 5*s.* of, &c. to the within named T. W. in hand, &c. by G. A. of, &c. esq; at, &c. the receipt, &c. the said T. W. by the direction and appointment, and at the special instance and request of the said G. W. and at the nomination of the said lord chief baron S. (testified by their being made parties to, and by their signing and sealing of these presents,) Hath bargained, sold, assigned, and set over, and by these presents *Doth*, &c. unto the said G. A. his, &c. the obligation and judgment thereupon obtained for 100*l.* within mentioned and assigned, to the said T. W. and all sum and sums of money therein and within mentioned and contained, and all the benefit and advantage whatsoever to be had or taken, upon or by reason of the said within mentioned obligation and judgment, or any execution or executions had or taken out, or to be had or taken out upon the said judgment; *To have, and to hold* the said obligation and judgment, and all extents and extended interests thereupon, and all the benefit and advantage thereof unto the said G. A. his executors, administrators and assigns for ever: *In trust* for the said lord chief baron S. his heirs and assigns, and from time to time to be made use of to protect the freehold and inheritance of the said purchased messuages, farms, lands, tithes, tenements and hereditaments, now vested in the said lord chief baron S. and his heirs; *And* the said T. W. for himself, his heirs, executors and administrators, *Doth* covenant with the said lord chief baron S. his heirs and assigns, by these presents, that he the said T. W. Hath not at any time heretofore assigned or released the said judgment, nor any sum of money therein mentioned or thereon due or payable, nor any part thereof; *And* that he the said T. W. his executors or administrators, shall not assign, release or discharge the same judgment, or any execution or process had or to be had thereon, without the consent in writing first had and obtained of the said lord chief baron, his heirs or assigns. *In witness* whereof the said G. W. the lord chief baron S. T. W. and G. A. have hereunto set their hands and seals the, &c.

Purchase of land.

Assignment of an assignment of bond and judgment.

In trust to protect, &c.

An Assignment of a Bail-Bond and two Judgments thereon recovered, in Trust for one of the Obligors in the same Bond, who paid the Money due on the original Action.

THIS INDENTURE TRIPARTITE, made, &c. *Between N. N. of, &c. gent. of the one part, G. T. of, &c. gent. of the second part, and G. M. of, &c. esq; of the third part. Whereas E. R. gent. J. S. esq; and E. R. widow, by their bond or obligation, bearing date the, &c. did become bound unto the said N. N. in the penal sum of 60*l.* conditioned for the payment of 30*l.* and interest, on the, &c. And whereas the said 30*l.* and interest, or any part thereof, was not paid according to the said condition, and thereupon an action was brought, and the said E. R. arrested upon the said bond: And whereas at the request of the said E. R. and G. R. the said G. M. and T. L. of, &c. by their bond or obligation, bearing date the, &c. became bound unto Sir J. S. knt. and Sir W. C. knt. the sheriff of the county of Middlesex, in the penal sum of 120*l.* conditioned for the appearance of the said E. R. in the court of king's bench, at a certain day in the same condition mentioned And whereas the said E. R. did not appear in the said court of king's bench at the day in the same condition mentioned, and thereupon the said sheriff, according to the method used in such cases, did assign the said last mentioned bond unto the said N. N. and thereupon in T. term last past, two several judgments were recovered on the said last mentioned bond, in the name of the said Sir J. S. and Sir W. C. in his majesty's court of king's bench at Westminster, that is to say, one judgment against the said G. M. for the sum of 20*l.* debt, and 66*s.* costs of suit, and one other judgment against the said T. L. for the sum of 120*l.* debt, and 66*s.* costs of suit, as by the said several bonds or obligations, and the records of the said several judgment, may appear. Now this Indenture witnesseth, That for and in consideration of the sum of, &c. to the said N. N. in hand paid by the said G. M. in full for the principal and interest due upon the said first mentioned obligation, and also of the costs of the prosecution upon the said sheriff's bond, and for and in consideration of the sum of 5*s.* of, &c. to the said N. N. in hand paid by the said G. T. the receipt, &c. and for divers, &c. he the said N. N. at the request and by the direction of the said G. M. testified by his being a party to, and signing and sealing of these presents, Hath bargained, sold, assigned and set over, and by, &c. Doth, &c. unto the said G. T. the said two bonds or obligations, and the said two several judgments, and all sum and sums of money on them and every of them due, and all right, title, interest, trust, claim and demand whatsoever, which he the said N. N. hath or may have or claim of, in, to or out of the said bonds and judgments, or any or either of them; To have and to hold the same unto the said G. T. his, &c. In Trust nevertheless for the said G. M. his, &c. And these Presents further witness, that the said N. N. doth hereby make, &c. the said G. T. his, &c. the true, &c. attorney, &c. to take out executions upon the said judgments; And also doth by these presents give unto the said G. T. his, &c. full power and authority for him the said N. N. and in his name and stead, and in the name and stead of his executors and administrators, to do, perform, execute and accomplish all and every such law-
ful*

Recital of the bond.

Put in suit. Bail bond given for the appearance.

Default in appearing. Bail bond assigned to the plaintiff.

Judgments recovered.

Money paid by one of the bail, in consideration whereof the plaintiff assigns the said bail bond and judgment thereupon, in trust for him who paid the money.

Letter of attorney.

ful act, &c. and, &c. *Covenant to ratify, &c. that assignor has not, nor will release, &c.) And moreover* that he the said *N. N.* his, &c. shall and will at all times hereafter being thereunto lawfully required by the said *G. M.* his, &c. and at the costs and charges of the said *G. M.* and *G. T.* or one of them, their or one of their, &c. testify his and their consent, by any writing under his or their hands and seals, or otherwise, that satisfaction be acknowledged upon record of the said judgments. (*Covenant to save the assignor harmless.*) In witness, &c.

Covenant to consent to acknowledge satisfaction on record.

VIII. Of Bridges and Toll.

An Assignment of a Bridge, and the Pontage (or Tol. thereof) from the Commissioners appointed by Parliament for building the same, &c. to Trustees, in Trust for the Proprietors.

THIS INDENTURE TRIPARTITE made, &c. *Between* the persons whose hands and seals are hereunto subscribed and set, being nine or more of the commissioners and trustees, constituted and appointed in and by an act of parliament made in the ——— year of the reign of, &c. (intituled, an act for building a bridge cross the river of *T.* from the town of *F.* in the county of *M.* to the town of *P.* in the county of *S.* and by another act of parliament made in the ——— year of the reign of, &c. (intituled, An act to explain and amend an act made in the ——— year of the reign of, &c. for building a bridge cross the river of *T.* from the town of *F.* in the county of *M.* to the town of *P.* in the county of *S.* and for making the said act more effectual, (of the first part, the right honourable Sir *R. W.* knight of the most noble order of the garter, *E. H.* esq; captain *P. S.* Sir *C. W.* knt. *T. R.* esq; Sir *G. W.* knt. *S. B.* esq; *W. G.* esq; (son and heir of *W. G.* esq; deceased,) *J. M.* esq; *G. D.* esq; *T. P.* esq; Sir *M. D.* bart. *T. C.* doctor in physick, *J. H.* esq; *T. M.* esq; *G. T.* esq; *T. P.* esq. the right honourable *G. lord C. W. C.* esq. *K. E.* esq; the honourable colonel *G. C. E. S.* esq; *E. J.* esq; *J. A.* esq; *A. M.* esq; *J. M.* esq; *R. M.* esq; *H. P.* esq. captain *C. M.* and *B. G.* esq; (being all the contractors and subscribers for building the said bridge,) of the second part, and the right honourable *A. O.* esq. (speaker of the house of commons,) Sir *J. G.* of the *Inner Temple, London,* knt. Sir *A. F.* of *St. James's, Westminster,* knt. *K. O.* of *M. H. V.* of *S. D. C. S.* of *R. T. W.* of *O. N. H. junior,* of *K. C. B.* of *R. P. L.* and *J. T.* of *P.* in the county of *S.* esq; *J. A.* esq; (surveyor general of his majesty's ordnance,) *R. L.* of *K.* in the county of *M.* esq; and *P. H.* of *St. P. C. G.* in the county of *M.* esq. of the third part. *Whereas* in and by the said first mentioned act of parliament of the ——— year of the reign of the said, &c. *Reciting* that it was necessary a bridge should be built cross the river of *T.* from the town of *F.* in the county of *M.* to the town of *P.* in the county of *S.* *It was* (amongst other things) *Enacted,* That the persons and officers therein particularly named, should be, and they were thereby constituted and appointed commissioners and trustees, for designing, directing, ordering and building such bridge, and for maintaining preserving and supporting the same when built, and that it should and might be lawful for the said commissioners, or any nine or more of them, and they were thereby impowered, at any time or times after the ——— day of, &c. to design, assign, and lay out, how and in what manner the said then intend-

Parties.

Recital of acts for building the bridge.

ed bridge should be made, erected and built, and the ways and passages to and from the same, and to preserve and keep in repair such ways and passages from time to time, and to make contracts, and all matters and things for carrying on and effecting the purposes aforesaid, and to cause the same to be done and perfected accordingly; *And* to the intent the navigation of the said river of *T.* might receive no prejudice, *It was thereby further enacted*, That when the said bridge should be built cross the said river, there should remain free and open passage for the water to pass and repass through the arches or passages under the said bridge of 700 feet at the least, within the then present banks of the said river; *And whereas* it might happen that some persons or bodies politick, corporate or collegiate, feoffees in trust, or others, who were seised of some houses or ground within the said parishes of *F.* and *P.* which might be necessary to be pulled down or purchased, and set out or assigned for making convenient ways and passages to and from the said bridge, might be willing to sell such houses and ground to perfect so useful and necessary a work, but were incapable of granting or selling and conveying the same, by reason of infancy or other disability; *It was therefore thereby further enacted*, That it should be lawful for all bodies politick, corporate or collegiate, corporations aggregate or sole, and all feoffees in trust, executors, administrators, guardians or other trustees whatsoever, for and on the behalf of any infants, femmes covert, or other *cestuy que trusts*, and for all and every other person or persons whatsoever, who were or should be seised, possessed of or interested in any house or houses or ground, situate or being within the said parishes of *F.* and *P.* or either of them, to sell and convey to the said commissioners and trustees, or to any nine or more of them or their successors, or as they should appoint, all or any such houses, ground, or any part thereof, for the purposes aforesaid; *And it was thereby further enacted*, That it should be lawful, to and for his majesty, his heirs and successors, by letters patent under the great seal of *Great Britain*, to incorporate all and every the commissioners and trustees appointed by the said act, or who should be appointed pursuant thereto, or such of them as should be then living, and such others as his majesty, his heirs and successors should think fit, to be one body politick and corporate in deed and name, and to do and execute all and singular the matters and things, that to them should or might appertain to do, with such powers and clauses as should be requisite or necessary for erecting, building, preserving and supporting the said bridge, and the ways and passages thereto from time to time, and to be under such rules, qualifications and appointments, as his majesty, his heirs and successors, should think necessary or reasonable to be inserted in any such letters patent, *Subject* to such restrictions and limitations as are in the said act expressed. *And* for as much as the erecting and building the bridge before mentioned, and the repairing, preserving and supporting the same, and the ways and passages thereto, and the purchasing such houses and grounds as aforesaid, would be attended with considerable charge and expence; *It was thereby further Enacted*, That there should be paid to the receiver or receivers, collector or collectors, to be nominated as is therein after mentioned for pontage, or in the name of a toll, before any passage over the said bridge should be permitted, the several sums therein and herein after mentioned, *viz.* for every coach, chariot, berlin,

berlin, chaise, chair or calash, drawn by six or more horses, the sum of 2 s. for every coach, chariot, berlin, chaise, chair or calash, drawn by four horses, the sum of 1 s. 6 d. for every coach, chariot, berlin, chaise, chair or calash, drawn by less than four horses, the sum of 1 s. for every waggon, wain, dray, carr, cart or carriage drawn by four or more horses or oxen, the sum of 1 s. and 6 d. and by less than four horses or oxen, the sum of 1 s. for every horse, mule or ass, laden or unladen, and not drawing, the sum of 2 d. for every foot passenger on *Sundays* 1 d. and on every other day $\frac{1}{2}$; for every drove of oxen or neat cattle, the sum of 12 d. *per* score, and after that rate for any greater or lesser number ; for every drove of calves, hogs, sheep or lambs, the sum of 6 d. *per* score, and after that rate for a greater or lesser number ; which said respective sums of money should and might be demanded and taken in the name of pontage, or as a toll or duty ; and the monies to be received as aforesaid, and all other monies to be received by authority of the said act, were thereby vested in the said trustees, and the same and every part thereof, was to be payed, applied and disposed of, and assigned to and for the several uses, intents and purposes, and in such manner, as is therein and herein after mentioned and directed, (the reasonable charges expended in or for obtaining and passing the said first act, being first deducted ;) *And* the said commissioners and trustees, and their successors, or any nine or more of them, were thereby empowered, by themselves, or by any person or persons by them or any nine or more of them thereunto authorised, to levy the toll or duty thereby required to be paid, upon any person or persons, who should, after demand thereof made, neglect or refuse to pay the same as aforesaid, or to deny or hinder any passage over the said bridge until payment thereof ; which said toll and duty should and might be levied by distress of any horse or horses, or other cattle or goods, upon which such toll or duty was by the said act imposed, or upon any other of the goods and chattels of such person and persons as ought to pay the same, and all such horses or other cattle or goods might be detained until such toll or duty, with reasonable charges of such distress, should be paid ; and that it should be lawful for the person or persons so distraining, after the space of four days after such distress made or taken, to sell the cattle or other goods so distrained for payment of the said toll or duty, rendering to the owner or owners the overplus upon demand, after satisfaction of the said toll or duty, and the reasonable charges in or about making such distress and sale and keeping the same, should be deducted and paid ; *And* to the end the said tolls and duties might be duly accounted for, *It was further enacted* in and by the said act, that it should be lawful to and for the said commissioners and trustees and their successors, or any nine or more of them at any time or times then after, by any writing under their hands and seals, or under their common seal when incorporated as aforesaid, to nominate and appoint such person or persons to be receiver or receivers, collector or collectors of the said tolls or duties, as they should think fit, and all persons by the said act, liable to pay the said tolls or duties, or either of them, are thereby required to pay the same after the rates aforesaid, to such receiver or receivers, collector or collectors aforesaid, and such receivers and collectors should respectively pay the same into the hands of such person and persons, as the said commissioners and trustees or their successors, or any nine or more of them, should from time to time direct
and

and appoint, and should also upon oath (if thereunto required) by the said commissioners and trustees and their successors, or any nine or more of them, before any justice or justices of the peace of either of the said counties of *M.* or *S.* from time to time give in a true, exact and perfect account in writing under their respective hands, of all monies, which they and every or any of them should to such time have received, paid and disbursed by virtue of the said act, and by reason of their respective offices; for which oath no fee or reward shall be taken, and the same might be taken in writing without any stamp; *And* the said commissioners and trustees, or any nine or more of them, should and might out of the monies arising by the said tolls and duties, or otherwise, by virtue of this act, make such allowances unto such receiver or receivers, collector or collectors, and all other officers and persons to be employed by or under the said commissioners, for their care and pains in the execution of their respective offices as the said commissioners should think fit, with power for the said justices of the peace to commit such said officers to goal, who should refuse to account according to the said act. *And it was further enacted* by the said act, that all and every sum and sums of money as should be advanced or borrowed for the purposes of the said act, or which should be raised and received by the tolls and duties aforesaid, should be by the said trustees, or any nine or more of them, (all the said trustees being first duly summoned,) applied and disposed of to the building and erecting the said bridge with such materials, and in such manner as the said trustees, or any nine or more of them should judge most convenient, and for the supporting, repairing and amending the same from time to time, and the new ways and passages to and from the same, and other the purposes in the said act, (the necessary charges of passing the said act, and managing, collecting and receiving the said tolls from time to time, being first deducted;) *And it was further enacted*, That it should be lawful for the said commissioners and their successors, and for such intended company or corporation and their agents or officers, from time to time to remove any shelves in the said river of *T.* and to make the said river deeper, and that all stones, bricks, planks, piles and other materials which should be made use of for or towards the building or making the said bridge, or in or about the same; or for maintaining, repairing or supporting the same, or for making the said river deeper as aforesaid, should always be deemed to belong and appertain to the commissioners and corporation aforesaid; and that in case it should happen, that the said bridge should receive such damages by unforeseen accidents, or by tempest or otherwise, that the passage thereof might for some time become dangerous or impracticable, it should be lawful for the said commissioners, their successors and corporation aforesaid, from time to time, and as often as occasion should require, to erect and set up any ferry or ferries across the said river of *T.* at such place or places, as they should judge to be most proper and convenient, as near to the said bridge as conveniently might be, and there to take, for passage over the said bridge by such ferry or ferries, such rates and duties as were granted by the said act for the toll or portage aforesaid, and that all profits arising from any such ferry or ferries, (after the deduction of the necessary charges expended in or about the same, which it should be lawful to deduct,) should from time to time be paid and applied as the toll or duties granted by the said

said act, were to be paid and applied, and not otherwise: *But* that it should not be lawful to erect or build the said bridge, or any part thereof, before or until full and ample satisfaction should be made for all such prejudice loss or damage, as should or might be sustained or suffered by any of the owners, proprietors, lessees or others, having any property or interest in the then present horse and foot ferries between *F.* and *P.* aforesaid, to be determined and adjusted by the said commissioners, in such manner as by the said act is directed and appointed: *And whereas* in and by the said act of parliament made in the ——— year of the reign of, &c. it was (amongst other things) *Enacted*, That the commissioners and trustees therein mentioned and appointed, or any nine or more of them, and the commissioners and trustees when incorporated in pursuance of the said former act, should have, and they had hereby full power and authority to contract and agree with any person or persons whatsoever, as well commissioners and trustees as others, to erect and build a bridge cross the said river of *T.* from the said town of *F.* to the said town of *P.* and to repair, maintain and support the same when built, in such manner as by the said commissioners and trustees or corporation aforesaid should be thought proper; and that for the more effectually enabling the said commissioners and trustees and corporations aforesaid, as speedily as might be, to compleat and perfect the said work, it should and might be lawful for the said commissioners and trustees, or any nine or more of them before incorporated, and also lawful for such corporation when created, at any time or times to convey and assign over in perpetuity, or otherwise, all or any tolls, revenues, profits or incomes, of or belonging to the said bridge or ferries, or which should in any wise arise accrue or belong to the same, unto such person or persons, as would undertake, contract or agree to erect and build the said bridge, and to preserve and keep up the same in good and sufficient repair, and should give sufficient security so to do, to the satisfaction of the said commissioners and trustees and corporation aforesaid; any thing therein, or in the said former act notwithstanding; *But* that it should not be lawful for the said commissioners and trustees or corporations, to erect or build the said bridge, or any part thereof, before or until full and ample satisfaction should be made for all such prejudice, loss or damage, as should or might be sustained or suffered by any of the proprietors of the horse-ferries between the towns of *F.* and *P.* unless the proprietors of the said horse-ferries, by writing under their respective hands and seals, should consent and agree with the said commissioners and trustees, or any nine or more of them, or the corporation, to permit the said commissioners and trustees or corporation, to build the same before such satisfaction should be made; *And* in case such consent of the said proprietors should be had and obtained in manner aforesaid, that then the said bridge when built, and all tolls, revenues, profits and incomes belonging, or to belong to the same, should be and were thereby made chargeable and were charged in the first place, with all such sums of money as were by the said former act to be paid to the respective owners, proprietors and persons interested in the then present ferries between *F.* and *P.* aforesaid; and that upon payment thereof respectively, or tender and refusal, all ownerships, properties and interests, of, in or to the horse or foot-ferries, between *F.* and *P.* aforesaid, should be and were thereby extinguished and determined, and the said ferries

Commissioners determined to pay the owners of the horse-ferry for their damage.

The same paid.

Determination to pay the damage of the foot-ferry,

Plan of the bridge.

Agreement to contract for building.

ferries and passages over the river of T. there, and the ground and soil adjacent and belonging to the said respective ferries, should be and were by the said act transferred to, and absolutely vested in the said commissioners and trustees and corporation aforesaid, and their successors and assigns for ever: *And whereas* the said commissioners and trustees, or nine or more of them, *Did* in pursuance of the said acts, by writing under their hands and seals, apportion, settle, adjudge, decree and determine, that such respective sums of money should be paid to the several owners, proprietors, lessees or others, having any property or interest in the said horse-ferry, as had been first ascertained by a jury of twelve indifferent men of the county of S. in manner and form as by the said first-mentioned act of parliament is directed, or as the said proprietors, by writing under their hands and seals, had severally agreed to accept in full recompense and satisfaction for all prejudice, loss or damage which the said proprietors should or might severally sustain or suffer by or on occasion of the building such bridge; all which sums of money have been paid accordingly, amounting in the whole to the sum of 8,387*l.* 10*s.* *And whereas* the said commissioners and trustees, or nine or more of them, *Did* in like manner apportion, settle, adjudge, decree and determine, that the several yearly sums of 31*l.* and 31*l.* ascertained by the said jury, for the damage of the persons interested in the said foot ferry, being the respective watermen of P. and F. aforesaid should be paid for ever out of the tolls, revenues, profits and incomes of such bridge when built, and should be in full recompense and satisfaction for all prejudice, loss or damage which the said watermen of P. and F. respectively, should or might sustain or suffer, by or on occasion of building such bridge; and there having been some evidence given to the said commissioners and trustees and the said jury, touching the manner of distributing the produce of the said foot-ferry for some time past, (the same being a ferry for *Sundays* only,) it was, by the judgment, sentence, decree and determination of the said commissioners and trustees, reserved for the consideration and direction at any time thereafter of the commissioners and trustees appointed by the said acts of parliament and their successors, or any nine or more of them, how the said several yearly sums of 31*l.* and 31*l.* should be paid and applied from time to time; the said commissioners and trustees then intending to contract for the building such bridge with any persons willing to engage therein, by way of subscription on the foot of the tolls, revenues, profits and incomes of such bridge when built, according to such contract, being to be assigned and conveyed over in perpetuity to such contractors, charged with the perpetual payment of the said several yearly sums of 31*l.* and 31*l.* in such manner as the said commissioners and trustees and their successors, or any competent number of them should judge proper: *And whereas* the said commissioners and trustees, or nine or more of them did thereupon design, assign and lay out, how and in what manner the said intended bridge should be made, erected and built, from the town of F. to the town of P. aforesaid, and the ways and passages to and from the same, and to preserve and keep in repair such ways and passages: *And whereas* in and by a certain contract or agreement in writing, bearing date, &c. (reciting as is before recited, and that the commissioners and trustees had resolved, as the most effectual method to compleat the building such bridge, to enter into a contract concerning the same with such person

persons who should be willing to engage therein, and to subscribe even sums of 1000 *l.* each, neither more or less by any one person towards raising a sum not exceeding 30,000 *l.* which was computed to be sufficient for making good the several sums to be paid as before mentioned, and for building such bridge, as also for paying so much of the charges of passing the said acts as then remained unpaid, with allowances to such persons as had been or should be employed by or under the said commissioners and trustees, and any other necessary charges under the said commission in relation to the premises;) *It was* contracted, articulated and agreed by and between the said commissioners and trustees appointed by the said acts of parliament, whose names are thereunto set, (All the said trustees being first duly summoned) for themselves and the rest of the commissioners and trustees appointed as aforesaid, and their successors of the one part, and the other persons whose names are thereunto subscribed, being the said right honourable Sir R. W. &c. for themselves severally and apart, and not jointly, nor one for the other, and for their several and respective executors and administrators, of the other part, in manner and according to the terms and conditions therein and herein after expressed, which the said parties did mutually accept and approve of, *viz.* That 10*l.* *per cent.* of the sums of money subscribed, should be paid down at the time of the subscribing to the persons therein named, and that the remainder should be paid in as the said commissioners should direct; that the said subscribers, their respective executors or administrators, should in the first place, out of the monies subscribed or otherwise, pay the said several sums of money, amounting to 8,387*l.* 10*s.* as aforesaid, and also to the order or orders of the said commissioners, or of any nine or more of them, any sum or sums of money not exceeding 600*l.* for so much of the charges of passing the said acts as should appear to be unpaid, and for allowances as aforesaid; *And* the said subscribers thereunto for themselves severally, and for their several executors and administrators, did contract and agree with the said commissioners and trustees, and their successors, that they the said subscribers, their respective executors and administrators, should and would with the remainder of the money subscribed, after the several sums taken thereout for the purposes aforesaid, well and substantially erect and build, or cause to be well and substantially erected and built, within two years from the date hereof, a bridge across the said river of T. from the said town of F. to the said town of P. with such kind of materials, and in all things according to the plan of such said then intended bridge, and that such remainder of the subscription money should not be diverted or applied to any other use, and that the subscribers should and would, at their proper costs and charges, preserve and keep up the said bridge, when built, in good and sufficient repair for ever, together with such parts of the ways and passages to and from the same, as by the said acts were to be preserved and kept in repair by the said commissioners; and that the said commissioners and trustees, and their successors, when and as soon as the said bridge should be erected and built, should and would upon the request, costs and charges of the said subscribers, their executors or administrators, who should not have made any default of payment of the monies by them to be paid according to the agreement aforesaid, in due form of law, assign and convey over in perpetuity, *All* tolls, revenues, profits and incomes of or belonging to the said bridge, or the ferries then after

to be erected and set up as occasion might be, according to the provision in that behalf made by the said acts of parliament or either of them, or which should in any wise arise, accrue or belong to the same, *With* all such ground and soil adjacent, and belonging to the then horse-ferries and passages over the said river, as was or should be vested in the said commissioners and trustees and their successors, by virtue of the said acts of parliament or either of them, and every other thing which the said commissioners and trustees, and their successors, were empowered to assign and convey over by the said acts of parliament, unto the said several subscribers, their respective executors and administrators; *To hold* as tenants in common and not as joint-tenants, or as such subscribers, their respective executors or administrators should appoint, subject to the said two yearly sums of 3*l.* and 3*l.* for the *making* satisfaction for the prejudice, loss or damage, with respect to the aforesaid foot-ferries, occasioned by building the said bridge, in such manner as the said commissioners and trustees, and their successors, or their counsel in the law should advise; *And also subject* to such reasonable provision to be made in such conveyance, for the application of the said tolls, revenues, profits and incomes, or a competent part thereof, for the preserving and keeping up from time to time the said bridge in good and sufficient repair; *Together* with such parts of the ways and passages to and from the same, as by the said acts of parliament or either of them were to be preserved and kept in repair by the said commissioners and trustees and their successors, as by the said commissioners and trustees and their successors, or their counsel in the law should be reasonably advised or required; *And it was thereby further agreed*, That the said subscribers should be obliged to do and perform all other things which the said commissioners, trustees or corporation were directed to do by the said acts, as in and by the said recited acts of parliament and the contract or agreement between the said commissioners and subscribers, (relation being thereunto respectively had for greater certainty) may more fully and at large appear: *And whereas* the said subscribers have, for the purposes mentioned in the said recited agreement with the commissioners, subscribed the sum of 30,000*l.* *And* have paid the proprietors of the horse-ferries the said sum of 8,387*l.* 10*s.* *And* have also paid such other sums as they were obliged to pay by their said contract or agreement, *And* have since the making the said contract built the said bridge, and have justly and truly, in all respects, complied with the agreements in the said contract, to the satisfaction of the said commissioners: *Now therefore this Indenture witnesseth*, That in pursuance of the said two in part recited acts of parliament, and in execution of the trusts reposed in the said commissioners and trustees, and by virtue of the powers and authorities to them the said commissioners and trustees, or any nine of them, given by the said recited acts of parliament or either of them, and in performance of the contract above recited, and in consideration of the several and respective sums of 1000*l.* so subscribed as aforesaid, by them the said right honourable Sir R. W. &c. and also for and in consideration of the said sum of 8,387*l.* 10*s.* by them paid to the owners or proprietors of the said ferries, in full satisfaction of their respective damages to be sustained by building the said bridge, and in consideration of such other sums as have been paid by the said subscribers, in pursuance of their said contract or agreement with the said commissioners, and for and in consideration

Description,

Payments.

Bridge built.

Consideration.

deration that the said subscribers have since the making the said contract, at their own proper costs and charges, well and substantially erected and built a bridge across the river T. from the said town of F. to the town of P. to the satisfaction of the said commissioners; and also for and in consideration of the sum of 5s. a-piece to each of the said commissioners, whose hands and seals are hereunto subscribed and set, well and truly paid by the said right honourable Sir R. W. &c. (*The 30 proprietors.*) the receipt whereof is hereby acknowledged. *By* the said commissioners and trustees, whose names and seals are hereunto subscribed and set (by and with the direction, nomination and appointment of the said subscribers, testified by their being made parties to, and their sealing and executing these presents,) *Have* granted, bargained, sold, assigned and set over, and by these presents do fully and absolutely grant, bargain, sell, assign and set over, unto the said A. O. Sir J. G. &c. (*the trustees*) their heirs and assigns for ever, *the* said bridge and all the materials wherewith the same is erected and built, and all tolls, revenues, profits and incumbrances of or belonging to the said bridge so built from the town of F. to the town of P. as aforesaid, or the ferries hereafter to be erected or set up as occasion may be, according to the provision in that behalf made by the said recited acts of parliament or either of them, or which shall in any wise arise, accrue or belong to the same, with all such soil and ground adjacent, and belonging to the late or present horse-ferries and passage over the said river, between the said towns of F. and P. as was, is, shall be vested in the said commissioners and trustees or corporation, to be created in pursuance of the said acts, and their successors, by virtue of the said acts of parliament or either of them, and all benefits, advantages, powers, privileges and authorities, and every other matter and thing whatsoever vested in, or granted to the said commissioners and trustees or corporation, which the said commissioners and trustees or corporation and their successors, are empowered or capable to assign and convey over, by force or virtue of the said acts of parliament, or either of them, or of any clause or thing in them or either of them contained; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and in equity, of them the said commissioners and trustees and corporation aforesaid, and every any of them, of, in, to, or out of the said hereby bargained and sold bridge, and the tolls, revenues, profits or incomes, of or belonging to the said bridge or ferries and other the premises, or which shall in any wise accrue or belong to the same, or to any part or parcel thereof, by force and virtue of the said acts of parliament, or either of them, or otherwise howsoever: *To have and to hold* the said bridge and materials wherewith the same is built, and the said tolls, revenues, profits and incomes, of or belonging to the said bridge or ferries, now or hereafter to be set up, or which shall any wise arise, accrue or belong to the same, with the ground and soil adjacent and belonging to the said late or present horse-ferries and passage over the said river between the said towns, and all benefits, advantages, powers, privileges and authorities, and all and singular other the premises, with their and every of their appurtenances herein before mentioned, or intended to be hereby granted, bargained, sold and assigned unto the said A. O. Sir J. G. &c. their heirs and assigns; *To the only Use* and behoof of the said A. O. &c. and of their heirs and assigns for ever; *Upon such trust* *Upon trust,* *whereby, &c. and so* and for such intents and purposes, and under and

subject

subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same, that is to say, *Upon trust*, that they the said *A. O. &c.* their heirs and assigns, shall permit and suffer the said Sir *R. W. &c.* their heirs and assigns, to have, receive and take the said tolls, revenues, profits and incomes, of or belonging to the said bridge or the ferries, now or hereafter to be set up, or which shall any wise arise, accrue, or belong to the same, and to have the sole management and direction thereof, and the appointing receiver and receivers, collector and collectors, and other officers relating thereto, and the changing the same as they shall think fit; *Upon this Condition nevertheless*, That they the said Sir *R. W. &c.* and their heirs and assigns, shall in the first place from time to time, yearly and every year for ever hereafter, by quarterly payments, pay, apply and dispose of the said two several yearly sums of 31*l.* and 31*l.* in satisfaction for all prejudice, loss or damage to be occasioned, with respect to the aforesaid foot-ferries between the said towns of *F.* and *P.* by reason of building the said bridge, in manner following, that is to say, One yearly sum of 31*l.* to the churchwarden or churchwardens of the said parish of *F.* for the time being, for the use and benefit of the poor watermen, poor widows of watermen, and poor children of watermen, inhabiting within the said town and parish of *F.* to be distributed in such proportion as the vestry of the said parish of *F.* for the time being shall think fit; And one other yearly sum of 31*l.* to the churchwarden or churchwardens of the parish of *P.* for the time being, for the use and benefit of the poor watermen, poor widows of watermen, and poor children of watermen, inhabiting within the said town and parish of *P.* to be distributed in such proportion as the vestry of the said parish of *P.* for the time being shall think fit, or shall pay the same to such other person or persons, or direct the distribution thereof by such other person or persons as the said commissioners, or any nine or more of them, shall from time to time, by writing under their hands and seals appoint for that purpose, and from and after payment of the said several yearly sums of 31*l.* at 31*l.* *Upon this further Condition*, That the said Sir *R. W. &c.* and their heirs and assigns, do and shall, out of the money arising by the said tolls, revenues, profits and incomes, or a competent part thereof, from time to time and at all times hereafter, reimburse and pay to the said *A. O. &c.* their heirs and assigns, all such costs, charges, damages and expences, which they or any of them shall sustain, expend, or be put unto, for or by reason of the trusts aforesaid, or execution thereof, or any other thing in any wise relating thereunto; *And upon this further Condition*, That the said Sir *R. W. &c.* their heirs and assigns, do and shall, out of the monies arising by the said tolls, revenues, profits and incomes, or a competent part thereof, from time to time and at all times hereafter, pay, lay out and disburse all such sum and sums of money as shall be necessary and requisite for putting, preserving and keeping the said bridge, together with such part of the ways and passages to and from the same, in good, sufficient and substantial repair from time to time, as by the said acts of parliament, or either of them are directed to be preserved and kept in repair, and for the doing and performing all such other matters and things, as by the said subscribers their heirs, executors, administrators or assigns, ought or shall be done and performed according to the said recited agreement, and

the true intent and meaning thereof; *And* do and shall in the next place pay unto the said receiver and receivers, collector and collectors of the said tolls, revenues, profits and incomes, and other officers employed or to be employed in and about the same, all such salaries, wages or other allowances as shall become due and payable unto them respectively from time to time, for their respective care and pains in their respective offices; and from and after payment of such several and respective sum and sums of money, *Upon this further Consideration*, That the said Sir R. W. &c. their heirs and assigns, do and shall in the last place, yearly and every year for ever hereafter, pay, share and divide all the then rest and residue of the monies to be raised by the said tolls, revenues, profits and incomes of the said bridge, ferries and other the premises, (if any) unto and amongst all them the said Sir R. W. &c. the said subscribers and proprietors for the time being, and their respective heirs and assigns, rateably and proportionably, according to the several sums of money by them subscribed towards building the said bridge, and for other purposes above mentioned and recited, and to their several and respective rights, shares and interests of, in and to the same; *To have*, take and enjoy the same, as tenants in common, and not as jointenants: *Provided nevertheless*, That if they the said A. O. &c. their heirs and assigns, or any five or more of them shall, at any meeting to be held for that purpose, whereof 14 days notice shall be given in the *London Gazette*, adjudge, that they the said Sir R. W. &c. their heirs and assigns, have made default in paying the said yearly sum of 31*l.* and 31*l.* or have made default in reimbursing and paying to the said A. O. &c. their heirs and assigns, all such loss, costs, charges, damages and expences which they or any of them shall sustain, extend, or be put unto, for or by reason of the trusts aforesaid, or execution thereof, or any other thing in any wise relating thereunto, or have made default in paying such sum and sums of money, as shall be necessary and requisite for putting, preserving and keeping the said bridge, together with such parts of the ways and passages to and from the same, in good, sufficient and substantial repair, from time to time, as by the said acts of parliament, or either of them, are directed to be preserved and kept in repair, or have made default in doing all such other matters and things, as by the said subscribers, their heirs, executors, administrators or assigns, ought or shall be to be done and performed according to the said recited agreement, and the true intent and meaning thereof, or have made default in paying unto the receiver and receivers, collector or collectors of the said tolls, revenues, profits and incomes, and other officers employed or to be employed in and about the same, all such salaries, wages or allowances, as shall become due and payable unto them respectively, for their respective care and pains in their respective offices; that then and in all or any of the said cases, when and as often as the same shall happen, the said Sir R. W. &c. their heirs and assigns, shall not, during the times of such respective defaults, or any of them, be permitted or suffered to have, receive and take the said tolls, revenues, profits and incomes, of or belonging to the said bridge, or the ferries now or hereafter to be set up, or which shall any wise arise, accrue, or belong to the same, or to have the sole management and direction thereof, or the appointing the receiver or receivers, collector and collectors, and other officers relating thereto, and the changing the same as they shall think fit; but that it shall
and

Proviso in case
of revenues
falling short of
repairs, &c.

Power to
mortgage.

Survivorship
of trustees.

and may be lawful to and for the said *A. O. &c.* their heirs and assigns, or any five or more of them, to have, receive and take the said tolls, revenues, profits and incomes of or belonging to the said bridge, or the ferries now or hereafter to be set up, or which shall any ways arise, accrue or belong to the same: and to have the sole direction and management thereof, and to remove the receiver and receivers, collector and collectors, or any other officer or officers employed by or under the said Sir *R. W. &c.* their heirs and assigns, and nominate and appoint others in their stead, and to make such payments, and to do and perform all such other matters and things, as by the said Sir *R. W. &c.* their heirs and assigns, are herein before directed and required to be made, done and performed; any thing herein before contained to the contrary thereof in any wise notwithstanding. *Provided always nevertheless*, and it is hereby declared and agreed by and between all the said parties to these presents, that in case the said tolls, revenues, profits and incomes, of or belonging to the said bridge or ferries, shall at any time or times hereafter fall short and not be sufficient to answer and make good all such sum and sums of money as shall be requisite and necessary for putting, preserving and keeping the said bridge, together with the said ways and passages to and from the same from time to time in good, sufficient and substantial repair, within a reasonable time to be allowed for making such repairs, or shall not be sufficient for the payment of all and every the matters and things herein before particularly mentioned, and the charges and expences of the trustees for the time being in the execution of the trust in them reposed as aforesaid, then and in such case, all and every such sum and sums of money, as shall so fall short or be wanting or necessary for the said ends and purposes, shall from time to time be paid and borne by the said Sir *R. W. &c.* their heirs and assigns, rateably and proportionably upon and according to the several sums of money paid and subscribed by them respectively towards building the said bridge, and other purposes aforesaid. And that it shall and may be lawful to and for the said *A. O. Sir J. G. &c.* their heirs and assigns, or any five or more of them, within 30 days after all or any of the said defaults, so adjudged as aforesaid, by mortgage of the said tolls, revenues, profits and incomes, of or belonging to the said bridge, or the ferries now or hereafter to be set up, or which shall any ways arise, accrue or belong to the same or otherwise, (excepting only by an absolute sale thereof) from time to time, to raise such sum and sums of money as shall be necessary for that purpose. *Provided also nevertheless*, and it is hereby further declared by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that when and so soon as the said trustees for the time being of the said bridge, tolls, revenues, incomes, profits, and premisses, shall by death be reduced to the number of seven, then the survivors of such trustees shall, with all convenient speed, at the proportionable costs and charges of all the then owners and proprietors of the purchased premisses, convey and assure the said tolls, revenues, profits and incomes, and other the trust estate and premisses, unto such other person and persons, and his and their heirs and assigns, as the said surviving trustees, or any five of them, shall nominate and appoint; *To the use of* themselves the said surviving trustees, and of such other new trustees to be appointed as aforesaid, and of their heirs and assigns for ever: *Upon the trusts, and to and for the*

the several ends, intents and purposes, and under and subject to the agreements herein mentioned, expressed and declared, of and concerning the same tolls, revenues, profits and incomes, and other the trust premises respectively, or as nearthereto as maybe, and so from time to time, as often as the said present trustees, or any succeeding trustees to be nominated and appointed as aforesaid, shall by death be reduced to the number of seven as aforesaid. *Provided further*, and it is hereby declared and agreed by and between all the said parties to these presents, that the said *A. O. &c.* (*all the other 13 trustees*) or any other future or succeeding trustees for the said bridge, tolls, revenues and incomes, and other the said trust premises or any of them, their or any of their heirs, executors, administrators or assigns, shall not be charged or chargeable with, or accountable for more money, than they respectively shall actually receive by virtue of the trusts aforesaid, or without, for the loss of such monies, or any part thereof, so as such loss happen without their wilful default, nor any of the same trustees, their heirs, executors, administrators and assigns, for the other or others of them, or for the acts, deeds, receipts or disbursements of the other or others of them, but each of them, for his and their own heirs, executors and administrators, acts, deeds, receipts and disbursements only and no other. *Provided lastly*, and it is hereby further declared and agreed by and between the said parties to these presents, that the present lord bishop of *London* and all and every his successors, bishops of *London*, shall and may from time to time and at all times hereafter, have free passage over the said bridge, and through all ways and passages thereto belonging, and over all ferries to be erected and set up by authority of the said recited acts of parliament, for him and themselves, and for all persons to him or them belonging, or residing in the episcopal palace at *F.* and for all wifes, coaches, cattle, goods and things whatsoever, to the said bishops or any of them belonging, in lieu of their privilege of the ferry of *F.* aforesaid, according to the true intent and meaning of the proviso in the said first recited act of parliament in that behalf contained. *In witness, &c.*

Trustees for what not accountable.

Who to have a free passage.

Executed by 14 of the commissioners, *E. V. J. A. D. O. D. P. G. J. E. R. M. A.C. T. B. J. L. J. B. W. H. W. W. J. R.*

Executed by all the 30 proprietors, except *W. G. T. M. J. M. and H. P.*

Executed by all the trustees, except *T. W.*

IX. Of Cargoes of Ships.

*An Assignment of Part of a * Cargo on board a Ship.*

TO ALL, &c. *B.* of, &c. and *H.* of, &c. send greeting. *Whereas* as the said *B.* and *H.* by writing or bill of sale under their hands and seals, bearing date, &c. have, for the considerations therein mentioned, granted, &c. unto *S. &c.* one 16th part of the ship, burden &c. whereof *J. C.* is commander, then at sea on a voyage to *F. L.* as thereby, relation, &c. *And whereas* there is a cargo or adventure

Recital of bill of sale by *B.* of 16th part of a ship.

Cargo.

* See *post* an assignment of a part of a ship and cargo in satisfaction of debts.

to be sold.

Agreement for
purchase of part
of the cargo.

Assignment.

Covenants for
quiet enjoy-
ment.

Free, &c.

Further as-
surance.

adventure of lead on board the said ship, and the said ship hath taken in at *N. F. L.* ——— quintals of fish on account of the part-owners of the said ship, which lead and fish are to be sold, and disposed of at *L.* for the owners account and benefit, according to their parts in the said ship: *And whereas* the said *S.* hath before the sealing hereof paid unto the said *B.* and *H.* the sum of ——— *l.* for the one 16th part of the cost of the lead, the receipt whereof the said *B.* and *H.* do hereby acknowledge, and hath paid or is to pay the sum of ——— *l.* for the one 16th part of the costs of the said fish at *N. F. L.* according to the bills drawn for the same: *Now know ye.* That for and in consideration of several sums of ——— *l.* and ——— *l.* so paid and to be paid to the said *B.* and *H.* by the said *S.* as aforesaid, the said *B.* and *H.* *Have* bargained, sold, assigned and set over, and *Do* hereby bargain, &c. unto the said *S.* the one full and equal 16th part of the cargo of lead on board the said ship, and of and in the said quintals of fish, and of and in all the produce, proceed, effects, gain and advantage by and in respect thereof, or either of them; and all their and either of their right, title, claim and demand of, in and to the same; *To have*, hold and receive the same unto the said *S.* his, &c. to his and their own proper use and uses, and as his and their own proper goods and chattels for ever: *And* they the said *B.* and *H.* for themselves, their, &c. do jointly and severally covenant, &c. to and with the said *S.* his, &c. by, &c. as follows: *viz.* That he the said *S.* *P.* his, &c. shall and may at all times hereafter have, take, receive and enjoy, to his and their own proper use and uses, one full and equal 16th part of all the produce, effect, proceed, profit and advantage, by and in respect of the said cargo or adventure of lead, laden on board the said ship, and likewise of the said ——— quintals of fish taken in *N. F. L.* without any let, &c. of or by the said *B.* and *H.* their, &c. or either or any of them; *And* free and clear of all former bargains, sales, assignments, debts, charges and incumbrances whatsoever by them or either of them committed, done or suffered: *And* that they the said *B.* and *H.* their, &c. will at all times hereafter do, perform and execute such further acts, deeds and things for the better assigning the said premises hereby sold and assigned unto the said *S.* his, &c. and for enabling him and them to demand and receive the same to his and their own proper use and uses, as by him or them, or his or their counsel, shall be reasonably advised and required. *In witness, &c.*

X. Of a Chamber in an Inn of Court.

Recital of a
pension order.

Lease made.

THIS INDENTURE made, &c. *Between* *A. B.* of, &c. of the one part, and *C. D.* of ——— inn in the county of *Middlesex* esq; of the other part. *Whereas* by a pension order made and dated ——— inn in the said county of *Middlesex* on the ——— day of, &c. the benchers of the said society of ——— inn, according to the custom of the said society, *Did* order, that the said *A. B.* should have a lease of his ground chamber, No. ——— at the ——— end of ——— court, then in his possession, for the term of 21 years, to commence &c. under the yearly rent of &c. as by the said order may more largely appear: *And whereas* in pursuance of the said order a lease of the said chamber has been since made and granted to the said *A. B.* for the

term

term of 21 years, &c. *Now this Indenture witnesseth*, That the said *A.* Consideration.
B. for and in consideration of, &c. in hand, &c. the receipt, &c.
Hath granted, bargained, sold, and assigned, and by, &c. *Doth*, &c. Assignment.
 unto the said *C. D.* his executors, administrators, and assigns, *All* that
 the said chamber, being &c. now in the occupation of the said *C. D.*
 and the said order of pension and lease, and all the estate, right, title,
 interest, property, claim and demand whatsoever of him the said *A. B.*
 of, in and to the same, or any part thereof; *And all* the goods and
 chattels of him the said *A. B.* now being fixed in the same chamber:
To have and to hold the said chamber, with the appurtenances, to the
 said *C. D.* his executors, administrators and assigns, from henceforth
 for and during all the rest and residue of the said term of 21 years therein
 to come and unexpired; *And to have and to hold* the said goods and chattels
 therein fixed and being from henceforth for ever, to the only use and benefit
 of the said *C. D.* his executors, administrators and assigns; *And the* Covenants.
 said *A. B.* doth by these presents for himself, &c. covenant, &c. to
 and with the said *C. D.* his, &c. that he the said *A. B.* hath good Power to assign.
 right, power and authority to grant and assign the said chamber, goods
 and premisses in manner herein before expressed; *And* that the same Free from ar-
 are free and clear of and from all former gifts, grants, assignments, rears of rent,
 executions, forfeitures, incumbrances, arrears of rent, and hearth-money, hearth-money,
 and other duties, pensions and payments due and payable to the said so- pensions, &c.
 ciety of — inn, or to any of the officers or ministers thereof, or other- Peaceable
 wise howsoever: *And also* that the said *C. D.* his, &c. shall, &c. at enjoyment.
 all times, &c. during, &c. peaceably, &c. the said chamber and pre-
 misses above mentioned, and hereby granted and assigned, without any
 let, &c. of or by the said *A. B.* his, &c. or any other person or persons
 whatsoever; *And* that he the said *A. B.* his, &c. shall and will within Further
 — years next at the reasonable request, and at the charges of the said assurances.
C. D. make and execute such further acts and assurances for the better
 assigning and assuring of the said chamber and premisses to the said *C. D.*
 as by him, &c. *In witness, &c.*

XI. Of Copy-Right in Books.

THIS INDENTURE made, &c. *Between J. L.* of, &c. gent. of
 the one part, and *C. W.* of, &c. bookseller, of the other part.
Whereas the said *J. L.* hath written and compiled a book intituled, &c.
Now this Indenture witnesseth, That the said *J. L.* for and in consideration
 of the sum of, &c. to him in hand paid by the said *C. W.* the receipt,
 &c. *Hath* bargained, sold and assigned, and by these presents *Doth*, &c.
 unto the said *C. W.* *All* that the said book, and all his copy-right, title,
 interest, property, claim and demand whatsoever of, in and to the
 same; *To have and to hold* the said book, copy-right, and all the profit,
 benefit and advantage that shall or may arise by and from printing, re-
 printing and vending the same, unto the said *C. W.* his executors,
 administrators and assigns for ever. *Provided always nevertheless*, and
 these presents are upon this express condition, that the number to be
 printed of the first and each and every other edition or impression of the
 said book, shall not exceed — — and that the said *C. W.* his, &c.
 shall and will pay unto the said *J. L.* his executors, administrators and
 assigns,

assigns; the further sum and sums of — for, at and upon the reprinting or making a second and each and every other future and further edition or impression that shall or may be of the said book, for and towards a further reward and satisfaction to the said J. L. for his writing and compiling the same; the said payments to be made before the publication of the said several impressions or editions (after the first) and sale of the same, or any part thereof, by the said C. W. his, &c. or any of them, or by any other person or persons by, for or under them, or any of them. And the said C. W. for himself, his, &c. doth covenant, promise and agree, to and with the said J. L. his executors, administrators and assigns, that he the said C. W. his, &c. shall and will pay or cause to be paid to the said J. L. his executors, administrators and assigns, the said respective sum and sums of — at and upon the reprinting, and before the publication and sale of the said second and every other future and further edition and impression that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents. *In witness, &c.*

XII. Of Debentures.

Assignment of a Debenture by Way of Collateral Security for Money payable on a Mortgage.

Recital of a
loan of money,
and of lands,
&c. conveyed
as a security,

and that the
debtor is pos-
sessed of a de-
benture.

Transfer
thereof.

Proviso for
making void
this assignment.

THIS INDENTURE, made, &c. Between G. B. of, &c. of the one part, and H. S. of, &c. of the other part. *Whereas* the said H. S. hath advanced and lent unto the said G. B. the sum of 400*l.* of, &c. for the repayment whereof with interest, as herein after is mentioned, a messuage or tenement, and several lands and hereditaments in the several parishes of, &c. in the county of E. are conveyed as a security: *And whereas* the said G. B. hath a debenture marked No. 94 and signed by the earl of R. for the sum of 108*l.* 7*s.* 9*d.* due unto him the said G. B. for his service as lieutenant in the regiment of dragoons late under the command of colonel E. L. *Now this Indenture witnesseth,* that for the better securing the payment of the said sum of 400*l.* and interest unto the said H. S. his executors, administrators and assigns, as herein after mentioned, the said G. B. hath bargained, sold, assigned, and set over, and by these presents doth bargain, sell, assign and set over unto the said H. S. his executors, administrators and assigns, the said recited debenture, and the said sum of 108*l.* 7*s.* 9*d.* and all the benefit and advantage whatsoever to be made of the said debenture by sale or otherwise. *Provided always,* and the said H. S. doth hereby agree with the said G. B. his executors and administrators, by these presents, that if the said G. B. his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said H. S. his executors, administrators or assigns, the full sum of 424*l.* of, &c. according to a proviso and covenant on the behalf of the said G. B. his heirs, executors and administrators, to be performed, mentioned and contained in an indenture *tripartite*, bearing even date with these presents, and made between the said G. B. and A. his wife, of the first part, R. of the *Inner Temple, London*, gent. of the second part, and the said H. S. and J. H. of *London*, merchant, of the third part, then the assignment hereby

by made shall cease and be void to all intents and purposes ; and then also the said *H. S.* his executors, administrators or assigns, shall and will deliver or cause to be delivered the said debenture safe and uncanceled unto the said *G. B.* his executors, administrators and assigns, all inevitable accidents excepted. *Provided also nevertheless,* and the said *G.* Power to sell *B.* doth hereby declare and agree to and with the said *H. S.* his executors, administrators and assigns, by these presents, that it shall and may be lawful to and for the said *H. S.* his executors, administrators and assigns, at any time after the date of these presents, to deliver up the said debenture to any person or persons who shall pay unto him or them the said sum of 108*l.* 7*s.* 9*d.* thereupon due, or to sell and dispose of the said debenture, and all monies thereupon due, after ten days notice of such his or their intent to sell and dispose thereof, given or left unto or for the said *G. B.* his executors or administrators, at the now dwelling-house or place of abode of the said *G. B.* in *C.* aforesaid, at the current rate or price the like debenture shall then be sold. *And lastly,* the said Declaration *H. S.* doth hereby declare and agree to and with the said *G. B.* his executors and administrators, that all monies which shall be received by the said *H. S.* his executors, administrators or assigns, upon such delivering up, sale or disposition as aforesaid of the said debenture, shall be received and taken so far as the same monies will extend towards the payment and discharge of such interest and principal monies as shall at the time of such receipt be due upon the said recited mortgage from the said *G. B.* his executors, administrators or assigns, to the said *H. S.* his executors, administrators or assigns. *In witness, &c.*

that the money received by sale shall go in part of the debt on mortgage.

From a Master of a Ship to a Part-Owner, of his Proportion of a Debenture made out for the Ship's Hire in the Transport Service.

TO ALL, &c. *A. L.* Esq. master of the ship *X.* burden, &c. formerly hired into his majesty's transport service to carry forces to — sends greeting. *Whereas* there is due and owing for the said ship's service to the owners the sum of — *l.* for which several debentures are made out and signed by the commissioners of his majesty's transport service unto and in the name of the said *A. L.* but for the use of the part-owners of the said ship : *And whereas* *R. R.* of, &c. being owner of — parts of the said ship, there is due and belonging to him, the sum of, &c. of the aforesaid — *l.* according to and for his part in the said ship as aforesaid ; *Now therefore* the said *A. L.* in consideration of the said sum of — so due and belonging to the said *R. R.* and to the intent he may have and receive the same, and in consideration of 5*l.* &c. &c. (*assigns this debenture as usual.*) *In witness, &c.*

XIII. Of various Kinds of Things, by Debtors, Commissioners and Assignees of Bankrupts, &c. to Creditors, in Satisfaction of Debts, and on compromising Differences between Debtors and Creditors.

Of three Debentures in Trust for a Creditor.

THIS INDENTURE TRIPARTITE, made the, &c. *Between* J. S. of, &c. cook, of the first part, and R. W. of *Staple's Inn*, London, gent. of the second part, and ——— (the creditors) of the third part. *Whereas* by virtue of the three several debentures herein after mentioned, there is now due and owing from the present government as a debt of her late majesty queen *Anne* to the said J. S. for his service and expences as cook, or otherwise, in the kitchen of her said late majesty, the several and respective sums after mentioned, amounting in the whole to the sum of 27*l.* 12*s.* 1*d.* $\frac{1}{2}$, and which are particularly mentioned in the three debentures following, *viz.* one debenture dated 12 & 13 *Annæ* 1713, for 11*l.* 16*s.* 8*d.* for his service and expences in the months of *January* and *March* in that year; one other debenture dated 13 *Annæ* 1714, for 11*l.* 16*s.* 8*d.* for his service and expences in the months of *April*, &c. and *June* in the same year, and the other of the said debentures dated 13 *Annæ* 1714, for 3*l.* 18*s.* 9*d.* $\frac{1}{2}$, for his service and expences in the month of *July* in the same year, as by the said three several debentures signed by K. L. and duly inrolled or entered in the proper office for that purpose, (relation being to them respectively had,) more fully may appear: *And whereas* there is now justly due and owing from the said J. S. to — the sum of — *Now this Indenture*

Consideration. *witnesseth*, that to the intent the said debt or sum of — *l.* so now due from the said J. S. to the said — as aforesaid, may be forthwith paid and discharged, by and out of the said sum of 27*l.* 12*s.* 1*d.* $\frac{1}{2}$, so due to the said J. S. as aforesaid, and for better securing payment thereof in case of not present payment of the same, and for and in consideration of the sum of 5*s.* of lawful money to the said J. S. in hand paid by the said R. W. at or before the executing hereof, the receipt whereof is

Assignment. hereby acknowledged, *He* the said J. S. *Haib*, and by these presents (as and by the nomination and appointment of the said — testified by him being a witness hereto) doth absolutely bargain, sell, assign, transfer and set over unto the said R. W. *All* these the said three several herein before recited debentures, and all and every the said three several sums of money therein mentioned and thereby secured, amounting to the said sum of 27*l.* 12*s.* 1*d.* $\frac{1}{2}$, and all the right, property, benefit, advantage, claim and demand whatsoever of him the said J. S. of, in, and to the hereby assigned monies and premisses, and every part thereof; *To have*, hold, take, receive and enjoy, all and singular the said hereby assigned monies and premisses unto the said R. W. and his assigns, from henceforth for ever; *Nevertheless upon the several Trusts following*, *viz.* in trust that he the said R. W. and his assigns, from and after receipt thereof, or of any part thereof, (after all charges and expences touching receipt or recovery thereof in the first place deducted thereout, and

which

which deduction he and they are hereby impowered to make,) shall and will pay and apply the same to the said — his executors, administrators and assigns, towards payment and discharge of the said debt or sum of — so now due to him as aforesaid; and from and after full payment and satisfaction thereof, and of all costs and charges touching the recovery and receipt of the hereby assigned monies and premisses, then in trust as to the residue thereof (if any,) in trust to pay the same to the said J. S. his executors, administrators and assigns, and to and upon no other use, trust, intent or purpose whatsoever; *And for the better and more effectual enabling the said R. W. and his assigns to recover and receive all and singular the hereby assigned monies and premisses, He the said J. S. Hath, and by these presents doth constitute and appoint the said R. W. and his assigns, the true and lawful attorney and attornies irrevocable of him the said J. S. to ask, demand and receive, out of and from the treasury of his present majesty, and of and from all and every person and persons whomsoever, that now are, or shall or may be made liable to pay the same, all and singular the hereby assigned monies and premisses, and upon receipt thereof, or of any part thereof, proper and sufficient discharges, either in the name of the said J. S. or in his or their own names to give for the same; and finally to do all and every such other and further lawful acts and things, as well for the recovery and receipt, as also for the discharging of the hereby assigned monies and premisses, or any part thereof, in such manner as he or they shall think fit; (Nevertheless upon the trusts aforesaid,) and that as fully and effectually to all intents and purposes whatsoever, as if he the said J. S. had been actually present and done the same in his own proper person; and he the said J. S. doth hereby give and grant unto the said R. W. and his assigns, all his full and absolute power in the hereby assigned premisses, and doth hereby ratify and confirm all and whatsoever he the said R. W. and his assigns shall lawfully do, touching the recovering, receiving and discharging the same; Nevertheless upon the trust aforesaid. And the said J. S. for himself, his executors and administrators, doth hereby covenant to, and with the said R. W. his executors and assigns, that there is now due upon the said debentures, the before mentioned sum of 27l. 12s. 1d. ½, and that he the said J. S. hath not, nor that he, his executors or administrators, shall not at any time hereafter receive or discharge the same, or any part thereof, without the consent of him the said R. W. or his assigns, first had in writing for that purpose. (Covenant from R. W. to pay the money when received.) In witness, &c.*

Power of attorney to receive, &c. the same.

Covenant that the money is due, and shall not be discharged, &c.

An Assignment by two Debtors of Debts in Trust for their Creditors, with a Release from the Subscribing Creditors to the Assignors; and a Declaration that if the Money due on Bonds and Notes assigned to some of the Creditors be got in, it shall be so far in Discharge of the Money due to them respectively, &c.

THIS INDENTURE, made, &c. Between M. T. of — and J. M. of — of the one part, and T. J. of — and N. F. of — (as well on the part and behalf of themselves, as of such other of the creditors of the said M. T. and J. M. who shall duly sign, seal and execute these presents, of the other part.) Whereas the said M. T. and J. M. now are and stand justly and truly indebted to the said

Recitals. Indebted to several persons said subscribers,

Proposal to
assign debts
in satisfaction,
&c.

Creditors ac-
cept of the
proposal-

Consideration:

Assignment.

Habendum.

said T. J. N. F. and such other their creditors, executing these presents, in the respective sums of money against their respective names set down, which from sundry misfortunes they are incapable of discharging, otherwise than as herein after mentioned: *And whereas* the said M. T. and J. M. in order to discharge the said debts, and give the utmost satisfaction to their said creditors which in them lies, have proposed and offered to assign and make over unto the said T. J. and N. F. for the benefit of themselves and the rest of the said creditors, in such manner as herein after is mentioned, all and every the debt and debts, sum and sums of money in the schedule hereunder written mentioned, due and owing unto them the said M. T. and J. M. by and from the several and respective persons in such schedule so named, and all and every other debt and debts, sum and sums of money, on the day of the date of these presents any ways due and owing or belonging unto them, or either of them, in their or either of their own right, or jointly with any other person or persons, either by and from the said several persons in the schedule respectively named, or by or from any other person or persons whomsoever: *And whereas* the said T. J. and N. F. as well on the behalf of themselves, (as by the consent and direction of the said other creditors, testified by their respective signing, sealing and executing of these presents,) of the said other creditors, have consented and agreed to accept the said proposals and offers: *Now this Indenture witnesseth*, that (by the consent of each of their said creditors, testified as aforesaid) in performance of the said agreement, as also in consideration of the said several sums of money so due and owing to them the said T. J. and N. F. and other the said creditors of the said M. T. and J. M. as of the sum of 5s. a-piece to them the said M. T. and J. M. in hand well and truly paid by the said T. J. and N. F. the receipt whereof is hereby acknowledged, and other considerations them hereunto moving, they the said M. T. and J. M. *Have*, and each of them *Have* bargained, sold, assigned, transferred and set over, and by these presents, *Do* and each of them *Doth*, as much as in them or either of them lieth, and they lawfully may or can, bargain, sell, assign, transfer and set over unto the said T. J. and N. F. and the survivor of them, and to the executors, administrators and assigns of such survivor, as well all and every the debt and debts, sum and sums of money whatsoever in the said schedule mentioned, due and owing unto the said M. T. and J. M. or either of them, by and from the several and respective persons therein also named, as also all and every other debt and debts, sum and sums of money whatsoever, at the time of the execution of these presents, in any manner howsoever due, owing or belonging unto the said M. T. and J. M. or either of them, or their or either of their estate or estates, either in their or either of their own right, or jointly with any other person or persons, by and from the said several persons in the said schedule respectively named, or by and from any other person or persons whomsoever; *And also all* their, and either of their right, title, interest, claim and demand whatsoever, of, in, and to the said premises, in any wise howsoever; *To have and to hold*, ask, demand, sue for, recover, receive, perceive and take unto the said T. J. and N. F. and the survivor of them, and to the executors, administrators or assigns of such survivor, as well all and every the debt and debts, sum and sums of money whatsoever in the said schedule mentioned, due and owing unto the said M. T. and J. M. or either of them, by and from the several and respective persons therein

also

also named, as also all and every other debt and debts, sum and sums of money whatsoever, at the time of the execution of these presents in any manner howsoever, due and owing or belonging unto them the same M. T. and J. M. or either of them, or their or either of their estate or estates, either in their or either of their own right, or jointly with any other person or persons, by and from the said several persons in the said schedule respectively named, or by and from any other person or persons whomsoever ; *In Trust nevertheless* to and for the uses, intents and purposes herein after mentioned and declared, (that is to say ;) *In Trust* in the first place, to apply and dispose of all and singular the assigned or hereby intended to be assigned premises, and of any part and parcel thereof; or of any profit or interest or produce thereby or therefrom to be made, had or gotten, well and sufficiently to save, keep harmless and indemnified them the said T. J. and N. F. and the survivor of them, and the executors, administrators and assigns of such survivor, and every of them, their and every of their lands, tenements, goods and chattels, and their and every and each of their agents, officers and servants, who at any time hereafter by them, any or either of them, shall or may be employed in, about, touching or concerning the said trust, of and from all costs and charges, demands, damages and expences whatsoever, which they, any or either of them, shall or may bear, pay, sustain, be at or put into, for, by reason or means of these presents, or their or either of their lawful intermeddling in or about the assigned premises, or in or about the execution of the said trust ; *And then in Trust* to and for the mutual, equal, or rateable use and behoof of the said T. J. and N. F. and such other of the creditors of the said M. T. and J. M. as shall duly sign, seal and execute these presents, at any time before distribution be made of any of the said assigned premises, and to and for no other use, intent or purpose whatsoever ; *And* the said M. T. and J. M. do hereby for themselves, their executors and administrators, jointly and separately covenant, promise and grant, to and with the said T. J. and N. F. and the survivor of them, and the executors, administrators and assigns of such survivor by these presents, that they the said M. T. and J. M. have not, nor hath either of them, released or discharged the said debts or assigned premises, or any part thereof, neither will they or either of them, their or either of their executors or administrators, release or discharge the same, or receive any of the monies due thereupon or thereby, without the consent and by the particular direction and appointment in writing of the said T. J. and N. F. or the survivor of them, or the executors, administrators or assigns of such survivor, and that the said debts are now justly due and owing unto them, or the one or the other of them ; (*And, &c. Covenant that the trustees may peaceably receive the said debts. Vide Tit. Covenants.*) *And* the said M. T. and J. M. do and each of them doth hereby authorize and empower the said T. J. and N. F. (*Trustees*) and the survivor of them, and the executors, administrators or assigns of such survivor, in their or either of their names, but for the uses and purposes before mentioned, to ask, demand, sue for, recover and receive of and from the said several debtors in the said schedule named, or other their debtors, their heirs, executors, administrators and assigns, the several debts and assigned premises above mentioned, and to have, use and take all lawful ways and means whatsoever, in their or either of their names, or otherwise, for recovery of the said debts or assigned premises, and to compound and agree for the same,

Upon trust,
1. To be applied to indemnify the trustees, &c. from costs, &c.

2. For all the creditors.

That the assignors have not discharged the said debts, nor will discharge the same, nor release the money without the trustees consent, and that the said debts are owing.

Letter of attorney.

That the assignees shall use their best endeavours to get in the debts and account with the creditor.

That the assignees (after paying the assignor's debts, &c.) shall pay the remainder of the money got in, and resign such of the debts assigned as are unreceived (if any) to the assignors.

Release.

or any part thereof; and acquittances or other sufficient discharge for the same, or any part thereof, for them or either of them, and in their or either of their names, to make, seal, and deliver, and to do all and every other act and acts touching the premises, as fully in every respect, as if they or either of them were personally present; and one or more attornies under them, any or either of them for the purposes aforesaid, to make, and at their or either of their pleasure to revoke. *And* the said *T. J.* and *N. F.* do hereby severally, and for their several executors, administrators and assigns, and not jointly nor the one for the other, or the executors, administrators or assigns of the other, covenant, promise and agree, to and with the said other creditors duly executing these presents, their executors, administrators, and every of them, by these presents, that they the said *T. J.* and *N. F.* and the survivor of them, and the executors, administrators or assigns of such survivors, shall and will from time to time, and at all times hereafter, use their and each of their best means and endeavours by suit at law, or otherwise, to recover, receive and get in, all and every the debt and debts, sum and sums of money, or other the premises hereby assigned, or intended so to be; and shall and will from time to time, and at all times hereafter, upon notice or request to be made or given by the said other creditors, or the major part of them, account to and with them at all such times and places, as they or the major part of them shall from time to time direct and appoint, for what and how much money or other satisfaction, they or either of them shall have raised or received by virtue of these presents, or otherwise, by or out of the said assigned premises, or what money or other satisfaction, they or either of them shall have so raised and received as aforesaid, shall or will pay or cause the same to be paid to the said other creditors equally with them the said *T. J.* and *N. F.* according to the true intent and meaning of these presents: *And* the said *T. J.* and *N. F.* with the consent of the other creditors, testified as aforesaid, do, and each of them doth covenant, promise and agree, to and with the said *M. T.* and *J. M.* by these presents, that they the said *T. J.* and *N. F.* after paying and discharging the said debts, and the expences and charges attending the execution of the said trust as aforesaid, shall or will pay or cause to be paid unto the said *M. T.* and *J. M.* their executors or administrators, or to any other persons whomsoever they shall appoint, what shall appear (on a fair account stated) to be remaining in their hands, over and above all such monies as shall be got in, by virtue of these presents; and also resign to them the said *M. T.* and *J. M.* such debts or securities for money hereby assigned to them, as shall be then unreceived or unaltered, if any be. *And further* the said creditors hereto subscribing do hereby, in consideration of the premises, for themselves, severally and respectively, and for their several and respective executors and administrators, remise, release, and for ever quit-claim unto the said *M. T.* and *J. M.* and each of them, their and each of their heirs, executors and administrators, *All* and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings obligatory, debts, dues, duties, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both in law and equity, or otherwise howsoever, which against the said *M. T.* and *J. M.* or either of them, they or either of them ever had, for or by reason or means of any matter, cause or any thing whatsoever, from the beginning

ginning of the world, unto the ——— day of ———. *And whereas*, *Recitals of*
A. B. of, &c. stood bound unto the said M. T. by his bond, in the bonds and notes
principal sum of ———, and A. H. by his note of hand, stood indebted assigned to
to the said J. M. in the sum of ———, which bond has been duly as- some of the
signed, and the said note duly indorsed, or otherwise sufficiently made creditors.
over to the said N. F. in part payment of his debt: And whereas, G. E. stood
bound to the said J. M. by his bond in the principal sum of ———,
which has been duly assigned or made over to W. W. one other of the
said creditors, in part of payment of his debt; It is hereby mutually Declaration
consented to, agreed, submitted and declared, to be the true intent and that if the
meaning of each and every of the parties signing these presents, that in monies due
case the monies due on the said securities, or either of them, shall hap- thereon be got
pen to be recovered or got in by the said parties, or either of them, to in, they shall
as aforesaid thereto intitled, that then and in such case such monies so be so far in
to be gotten in by them, or either of them shall and may be applied by discharge of the
them, or either of them, for and towards discharging such debts as are debts due to
due to them respectively only, and that in such case they and each of them.
them are to be intitled to the benefit of these presents, for and in res-
pect only of so much of their respective debts as shall then remain and be
undischarged; but in case that the said monies due on the said bonds
and notes, or any or either of them shall happen not to be recovered or
got in, then and in such case they the said N. F. and W. W. are to be
intitled to the full benefit of these presents equally with the said other
creditors. In witness, &c.

*An Assignment by a Debtor of his Household Goods and Debts, &c. to three
of his chief Creditors, to pay to them and the other Creditors their res-
pective Debts on Proof thereof, with the Creditors Covenant not to arrest
the Assignor, and to pay him the Surplus (if any) after his Debts, &c.
paid.*

THIS INDENTURE TRIPARTITE, &c. Between J. M. of,
&c. of the first part, the several persons whose names are menti-
oned in the schedule hereunto annexed, (creditors of the said J. M.
who shall have hereunto subscribed their names and put their seals, and
make such proof of their debts, if required, as herein after mentioned
within the time herein after limited for that purpose) of the second part,
and T. W. of &c. J. A. K. of, &c. and J. H. of, &c. (three of
the principal creditors of the said J. M.) of the third part. *Whereas* *Insuff: unable*
the said J. M. on the day of the date hereof is justly and truly indebted to pay debts,
unto the said creditors respectively, in the several sums of money in the said but willing to
schedule mentioned, which, by reason of divers losses and other misfor- assign goods,
tunes, he is at present unable to make full payment and satisfaction of, debts, &c.
but whereas by and with the consent, approbation, appointment and a-
greement of his said creditors, testified by their signing and sealing of
these presents, he hath consented and agreed to transfer and assign all
and singular the debts, sum and sums of money, household goods and other
goods, chattels, wares and merchandizes particularly mentioned and
expressed in the schedule hereunto annexed, and all other debts, sum
and sums of money, household goods and other goods, chattels, wares
and merchandizes, which he the said J. M. at the time of the sealing
and delivery hereof, is possessed of, interested in, and intitled unto, *is in trust for*
trust only for all such of the said creditors who shall sign and seal these creditors.
presents,

Consideration.

Assignment of
debt, goods,
&c. in a sched-
ule, &c.

Habendum.

Upon trust to
be sold.

The trustee-
creditors to
endeavour to
get in the as-
signor's debts.

The money
(after deducti-
ons,) to be dis-
tributed
amongst the

presents, and make due proof of their several and respective debts with-
in two months now next ensuing the day of the date of these presents, if
required by the said T. W. J. A. K. and J. H. (being the three prin-
cipal creditors of the said J. M.) towards payment and satisfaction of
the several and respective debts, as far as the same will amount and ex-
tend unto in equal shares and proportions, according to their several and
respective debts: *Now this Indenture witnesseth*, That the said J. M.
for and towards payment and satisfaction of the several and respective
debts of all such of his creditors, and in consideration of 5 s. a-piece of
£c. to him the said J. M. by the said T. W. J. A. K. and J. H. &
£c. the receipt, £c. *Hath* granted, bargained, sold, assigned, trans-
ferred and set over, and by these presents, *Doth* fully and absolutely
grant, £c. unto the said T. W. J. A. K. and J. H. *All* and singular
the debts, sum and sums of money, household goods and other goods
chattels, wares and merchandizes, and other things in the said schedule
hereunto annexed particularly mentioned and expressed, and all other the
debts, sum and sums of money, household goods, and other goods
chattels, wares and merchandizes of him the said J. M. now remaining
and being in or about the dwelling-house and shop of the said J. M.
situate, £c. or in any other place or places whatsoever, or in any person
or persons hands whomsoever, with their and every of their appurtenan-
ces, and also all the estate, right, title, interest, claim and demand
whatsoever of him the said J. M. of, in, to or out of the same, or any
part or parcel thereof; *To have and to hold* all and singular the said debts
household goods and other goods, chattels, wares and merchandizes and
premises herein before mentioned to be contained in a schedule hereunto
annexed, and all other the debts, sum and sums of money, household
goods and other goods, chattels, wares and merchandizes of him the
said J. M. and intended to be hereby granted, bargained, sold, assigned,
transferred and set over with their and every of their appurtenances
to the said T. W. J. A. K. and J. H. their executors, administrators and
assigns, from henceforth for ever; *Upon trust nevertheless* and to the
intent and purpose, that the said T. W. J. A. K. and J. H. their ex-
ecutors, administrators and assigns, shall and will, with all convenient
speed, sell and dispose of all and singular the household goods and other
goods, wares and merchandizes, and other things in the said schedule
hereunto annexed mentioned, and all other household goods and other
goods, wares and merchandizes of him the said J. M. for the best rates
and prices that can be reasonably got or obtained for the same; *And*
also upon trust, That the said T. W. J. A. K. and J. H. their execu-
tors, administrators and assigns, do and shall with the like convenient
speed use their and every of their best endeavours, by all lawful ways and
means, to obtain, recover and receive into their hands and possession
all and singular the said debts, sum and sums of money so due and
owing unto the said J. M. by and from the several persons in the said
schedule mentioned, and after deduction of all such reasonable
costs, charges and expences, as they the said T. W. J. A. K. and J. H.
their executors, administrators or assigns, or any
of them, shall really pay and expend relating to the execution
of this trust; *Then upon trust* that all the remainder (after such
deduction as aforesaid) of the clear money arising by the sale and
disposition of the said household goods and other chattels, wares and
merchandizes, and also in collecting in, recovering and receiving such

such debt, sum and sums of money so due and owing to the said J. M. and which shall be recovered and received by the said T. W. J. A. K. and J. H. their executors, administrators or assigns, by virtue of these presents, shall be paid, distributed and divided unto and amongst all the said creditors of the said J. M. who shall have signed and sealed these presents, and made such proof of their respective debts upon oath, within the time herein before limited for that purpose, if required, as aforesaid, before a master in chancery, or before a judge or some other magistrate empowered or authorized to administer oaths, and to and for so other use, intent and purpose whatsoever. *And* for the better and more easy getting in, recovering and receiving of all and every the said debt, sum and sums of money in the said schedule mentioned to be due and owing to the said J. M. *He* the said J. M. hath made, &c. and by, &c. *Doth*, &c. the said T. W. J. A. K. and J. H. their executors, administrators or assigns, his true and lawful attornies irrevocable in the name of the said J. M. or in their own names, or otherwise, but and for the only proper use and benefit of themselves, and all such of the creditors of the said J. M. as aforesaid, to ask, demand, sue for, recover and receive, of and from all and every the person and persons who stand indebted to the said J. M. and who are particularly mentioned in the said schedule hereunto annexed, all such sum and sums of money, as now are or shall or may become due or payable to the said J. M. and upon receipt thereof, or any part thereof, acquittances, &c. on non-payment, &c. or to agree or compound for the same, as shall seem requisite to the said T. W. J. A. K. and J. H. their executors and administrators, and also for that purpose, one or more attorney or attornies under them to constitute and appoint, hereby granting unto the said T. W. J. A. K. and J. H. their executors and administrators, full power and authority to act and do in the premisses as fully and to all intents and purposes, as he the said J. M. might or could do or have done, if these presents had not been made; *And* the said J. M. himself, &c. doth covenant, &c. to and with the said T. W. &c. and by, &c. in manner, &c. that all and every the debt and debts, sum and sums of money in the said schedule hereunto annexed, due and owing to the said J. M. by and from the several persons therein mentioned, now are and stand in full force and virtue. *And* that neither the said J. M. nor any other person or persons, for his use, by his order hath at any time or times heretofore made, done, committed or suffered any act, matter or thing, whereby to release or discharge the said debts, sum and sums of money, or any or either of them, so due and owing unto him the said J. M. as aforesaid, or any part thereof, nor shall or will revoke the power or authority hereby given, or obstruct or hinder the said T. W. J. A. K. and J. H. their executors, administrators and assigns, or any or either of them, in recovering, receiving and getting in the same, *But* shall and will permit and suffer the said T. W. J. A. K. and J. H. their executors, administrators and assigns, and every of them, peaceably and quietly to recover and receive all and singular the said debt, sum and sums of money, to and for the use and benefit as aforesaid, hereby ratifying, allowing and confirming all and whatsoever the said T. W. J. A. K. and J. H. their executors, administrators and assigns, shall do or cause to be done in or about the premisses by virtue of these presents: *And* further that the said J. M. at the request, costs and charges of such of the

creditors who prove their debts on oath.

Letter of attorney.

Covenant that the debts now assigned are due, and that the assignee has not, nor will do any act to release the same, &c.

But shall permit the assignees peaceably to receive said debts.

Further assurances.

creditors

The assignor
to assist in
settling ac-
counts, &c.

And in case
all his debts
are not in the
schedule, he
will assign such
as are not.

The trustee-
creditors to
account to
the rest, &c.

and pay and
distribute the
money as re-
ceived;

creditors as aforesaid, shall and will from time, &c. make, &c. such further and other acts, matters and things, for the further and better assigning and assuring of all and singular the premises herein before mentioned or intended to be hereby assigned, to and for the uses, intents and purposes herein before expressed, as by, &c. And the said J. M. his executors and administrators, shall and will from time to time, and at all times hereafter, as often as there shall be occasion, upon request and notice to him and them given by the said T. W. J. A. K. and J. H. their executors, &c. assist them, any or either of them in the making up of the accounts, and in settling any dispute that shall at any time hereafter arise or happen touching or concerning any of the debts or sums of money whatsoever in the said schedule hereunto annexed mentioned to be due and owing to the said J. M. and also in the proving and getting in the said debts according to the best of his power and ability. And the said J. M. for himself his executors and administrators, and for every of them, doth covenant, promise and agree, to and with the said T. W. J. A. K. and J. H. their executors, &c. by these presents, that in case all and every the debt and debts, sum and sums of money now due and owing unto him the said J. M. are not mentioned in the said schedule hereunto annexed, that then the said J. M. his executors and administrators, upon the request, and at the costs and charges of his said creditors, shall and will from time to time, and at all times hereafter, transfer and assign all and every such debt and debts, sum and sums of money as shall happen to be omitted and not mentioned in the said schedule, unto them the said T. W. and J. A. K. and J. H. their executors, &c. to and for such uses, intents and purposes, as are herein before expressed, and to and for no other use, intent or purpose whatsoever; And they the said T. W. J. A. K. and J. H. for themselves severally and respectively, and not one of them for the other of them, and for their several and respective heirs, executors and administrators, do covenant, promise and agree, to and with all and every other of the creditors of the said J. M. who shall execute these presents, and make due proof of their said respective debts as aforesaid, that they the said T. W. J. A. K. and J. H. their executors, &c. shall and will from time to time, and at all times hereafter, as often as they shall be thereunto required by the other of the said creditors of the said J. M. as aforesaid, make, render and give unto him or them demanding the same, a just and true account of all such sum and sums of money, as shall be by them or either of them so received and gotten in, for or upon the account of the sale and disposition of all and singular the said household goods and other goods, wares and merchandizes, debts, sum and sums of money so due and owing and belonging to the said J. M. together with the times when, and the persons names to whom such goods are sold, and for what, and also the names of the persons of whom any goods shall be received; and also as soon as the debts, sum and sums of money so to be received and gotten in by them the said T. W. J. A. K. and J. H. their executors, &c. as aforesaid, shall amount and extend unto sufficient to pay 5s. in the pound, that then the said T. W. J. A. K. and J. H. their executors, &c. upon the request and notice to them given by the other creditors of the said J. M. or any six or more of them, as aforesaid, shall and will well and truly pay, distribute and divide the said 5s. in the pound unto and amongst themselves the said

J. A. K. and *J. H.* and all and every the other creditors of the said *J. M.* who shall execute and make due proof as aforesaid, and so from time to time, and at all times hereafter, pay, distribute and divide all such money as shall be received and got in by the said *T. W. J. A. K.* and *J. H.* their executors, &c. as often as any six or more of the said other creditors of the said *J. M.* shall desire and demand the same, unto and amongst themselves and all and every of the other creditors of the said *J. M.* as aforesaid, share and share alike, according to the proportion of the several and respective debts; *And* that they the said *T. W. J. A. K.* and *J. H.* their executors, &c. shall and will from time to time, and at all times, use their utmost endeavours in selling and disposing of all the said household goods and other goods, wares and merchandizes, at and for the best rates and prices that can be had and gotten for the same; and also that they the said *T. W. J. A. K.* and *J. H.* their executors, &c. shall and will do all things faithfully and justly, according to the best of their power, skill and knowledge, in the execution of the trust hereby in them reposed; *And all* the said creditors, parties to these presents, for the considerations aforesaid, and for other good and charitable causes and considerations them hereunto especially moving. *Do* for themselves severally and respectively, and not jointly, and for their several and respective executors, administrators, partners and assigns, and not for the others act, or the act of the executor or administrator of the other of them, covenant, promise and agree to and with the said *J. M.* his executors and administrators, and every of them by these presents, that neither they the said creditors, parties to these presents, nor their executors, administrators, partners or assigns, or any of them, shall or will in any manner or wise, sue, arrest, imprison, implead or prosecute him the said *J. M.* his executors or administrators, his or their goods and chattels, lands and tenements, or any of them, for or upon account of any debt or sum of money now due and owing unto them, any or either of them; and in case any or either of the said creditors, parties to these presents, their executors, administrators, partners or assigns, shall sue, arrest, imprison, implead or prosecute the said *J. M.* his executors or administrators, or any or either of them, or his or their goods and chattels, lands and tenements, for any such debt now due and owing from the said *J. M.* as aforesaid, that then these presents shall be a sufficient release and discharge to all intents and purposes, both at law and in equity, to and for the said *J. M.* his executors and administrators, and he and they, and his and their goods and chattels, lands and tenements, and every of them, shall and be and are hereby acquitted, released and discharged, against them the said creditors, and every of them, their and every of their executors, administrators, partners and assigns, who shall so sue, arrest, imprison, implead or prosecute the said *J. M.* his executors or administrators, contrary to the true intent and meaning of these presents, and as such shall and may be pleaded in bar by him the said *J. M.* his executors and administrators. *And lastly*, the said *T. W. J. A. K.* and *J. H.* do for themselves, their heirs, executors and administrators, covenant, promise and agree to and with the said *J. M.* his executors and administrators, that as soon as they have sold and disposed of sufficient of the household goods, and other goods, wares, merchandizes and effects, hereby bargained and sold, and collected in, and received money sufficient for

and endeavour to sell goods, &c. to the best advantage.

Creditors covenant not to arrest &c. the assignor.

Surplus to be paid to the assignor.

satisfying

satisfying the several persons hereunder mentioned in the schedule annexed, to pay and satisfy all such overplus monies, to be by them so received, unto the said J. M. his executors, administrators and assigns. *In witness, &c.*

An Assignment of Goods, Stock in Trade, Debts, &c. to two Creditors, in trust to pay the same as far as they will extend, in consideration whereof the subscribing Creditors release the Money due to them respectively; with a Proviso to make the Release void in case the Assignor has made any Concealment.

Recitals,
In debt.

Unable to
pay.

Willing to
assign stock
in trade, &c.

Account
thereof made
out.

The creditors
willing to ac-
cept of assign-
ment in full,

and to give a
release.

1st. Considera-
tion. Mr. C's
assignment of
his effects to
the two trust-
ee-creditors.

THIS INDENTURE, made, *Be Between* J. C. of, &c. of the one part, and J. H. of, &c. and B. S. of, &c. (two of the creditors of the said J. C. on behalf, &c. of the other part. *Whereas* the said J. C. now is, and standeth justly indebted unto his said creditors executing these presents, the several debts or sums of money particularly mentioned and set forth against their respective names in the schedule hereunder written, which debts, by reason of several great losses and other misfortunes, he the said J. C. is rendered incapable of making full payment to his said creditors: *And whereas* the said J. C. being willing and desirous to pay and satisfy his creditors their respective debts, so far as his stock in trade, household goods, and debts due and owing to him will extend and amount unto, hath made out a just account thereof, contained in three several papers marked A. B. and C. all of them of even date herewith, and signed by him the said J. C. and hath proposed and agreed to make an absolute assignment of the same unto and amongst the said creditors, for and towards payment and satisfaction of their said respective debts, in such manner as herein after is mentioned: *Whereupon* the said creditors having considered the misfortunes and present condition of the said J. C. and his being willing to assign the said household goods, stock in trade and debts, towards payment of their said respective debts, and that he is not otherwise capable to make or give them any further or better satisfaction and payment, than by and with the same, they the said creditors have consented and agreed to accept and take an assignment of the said household goods, stock in trade, and debts in the three several papers mentioned, in the names of the said J. H. and B. S. in trust as well for themselves, as for all other the creditors of the said J. C. executing hereof, in full payment, satisfaction and discharge of the said several debts and sums of money, so now due to them from the said J. C. as aforesaid, in the proportions and according to the *quantum* of their respective debts, in such manner as hereafter is expressed; *And* that they the said creditors will give such general release to the said J. C. as herein after mentioned; *Subject nevertheless* to the proviso herein after contained: *Now this Indenture witnesseth*, that the said J. C. (in pursuance of his aforesaid proposal and agreement,) and to the end, intent and purpose aforesaid, and for and in consideration of the sum of 10l. of, &c. *Hath bargained, &c. and by, &c.* (at the request, and by the direction, nomination and appointment of the said other creditors of the said J. C. testified by their execution thereof,) *Doth* fully, freely, clearly and absolutely bargain, &c. unto the said J. H. and B. S. *All* the goods, stock in trade, household goods, debts, sum and sums of money and effects belonging

belonging to, and now due and owing to him the said J. C. in the said three several papers signed by him, and bearing even date herewith, particularly mentioned and set forth; and all the right, title, interest, possession, benefit, advantage, profit, property, claim and demand whatsoever or howsoever, of him the said J. C. of, in and to the said hereby assigned premisses, and every part and parcel thereof; *To have, Habendum* hold, take, receive and enjoy, the said stock in trade, household goods, debts, sums of money, and all and singular other the herein before mentioned and intended to be hereby assigned premisses, unto and to and for the only use and benefit of them the said J. H. and B. S. their executors administrators and assigns, from henceforth for evermore: *Nevertheless* to, for and upon the several trusts, intents and purposes herein after mentioned, that is to say, *Upon trust*, That they the said J. H. *Trusts* and B. S. and the survivor of them, or his assigns, shall and do, as soon as conveniently may be, by one or more sale or sales, absolutely sell and dispose of all and singular the hereby assigned household goods *Goods, &c.* and stock in trade, to such person or persons as will buy the same, and to be sold. for the most monies that can be got for the purchase thereof; *And* from and after such sale or sales, *Then upon such further trust*, That they the said J. H. and B. S. shall and do retain, pay, apply and dispose, as well of the monies arising by such sale or sales, as also of all the said hereby assigned debts, when and as the same shall be by them got in and received, in manner as follows, to wit, in the first place to deduct and retain thereout all such costs, charges, damages *Charges to be* and expences, as they the said J. H. and B. S. shall necessarily ex- deducted. pend, pay, sustain, and be put unto; touching their disposing, recovering, receiving and paying of the said hereby assigned goods, stock in trade, debts and premisses; *And* from and after such deduction thereout, and subject thereunto, *Then upon this further trust*, that they *Residue to be* the said J. H. and B. S. and the survivor, *&c.* shall and do retain and divided amongst creditors. pay all the residue of the said monies and premisses, to and between themselves, and amongst all and every other the creditors of the said J. C. executing these presents, in equal proportions, according to the *quantum* of their respective debts in the said schedule hereunder written mentioned and set forth, as far as the same shall extend to pay and satisfy, according to the true intent and meaning of these presents, and upon no other trust, intent or purpose whatsoever. *And* for the better *Letter of* and more effectual enabling the said J. H. and B. S. to recover and attorney. receive the hereby assigned debts, monies and premisses, upon the trusts aforesaid, he the said J. C. hath, and by these presents doth make, *&c.* the said J. H. and B. S. his true and lawful attorney, *&c.* to ask, *&c.* of and from the several persons named in one of the said three papers, and numbered *&c.* the several sums of money therein mentioned to be due to him the said J. C. and upon non-payment, *&c.* and upon recovery and receipt thereof, *&c.* and finally he the said J. C. doth hereby give, *&c.* his full, *&c.* power, *&c.* and he doth hereby ratify, *&c.* nevertheless upon the several trusts aforesaid. *And this Indenture further* *ad Considera-* *witnesseth*, That they the said creditors executing these presents (in tion, whereby creditors accept of premisses in full for their debts. pursuance and performance of their part of the said recited agreement, and in consideration of the assignment herein before made by him the said J. C. of his household goods, stock in trade, debts and effects, for the end, intent, trusts and purposes aforesaid, and for other good and valuable causes and considerations them thereunto respectively moving)

General release of the assignor.

Proviso that if it should be found that the assignor has concealed any effects, the release to be void, and he may be sued, &c.

Trustee-creditors covenant to pay the money according to the trusts.

Do, and each of them for him and herself, severally, and not the one for the other, and for his, her and their own respective executors and administrators, and his, her and their own acts only, doth hereby accept and take the hereby assigned household goods, stock, debts and effects, in full payment, satisfaction and discharge of their said several and respective debts so now due and owing to them in the said schedule mentioned; *And* they the said several creditors executing these presents (in further pursuance and full performance of their recited agreement, and for the considerations aforesaid) *Have*, and each and every of them *Have*, and by these presents for themselves, severally and respectively, and for their several and respective executors and administrators, *Do* and each and every of them *Doth*, freely, clearly and absolutely remise, release, discharge, and for ever quit claim, unto the said J. C. his executors and administrators, as well their and each and every of their respective debts in the said schedule hereunder written mentioned and set forth against their respective names, as also all and all manner of action and actions, suit and suits, cause and causes of action and suit, both at law and in equity, which they the said creditors executing these presents, any or either of them, their, any or either of their executors or administrators, now have, ever had, or at any time hereafter can, shall, or may have, claim, challenge or demand against the said J. C. his executors or administrators, for, by reason or on account of their said several debts so now respectively due to them as aforesaid, or for, by reason, or on account of any other matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents. *Provided* always, and the presents are upon this express condition, and it is hereby declared to be the true intent and meaning of these presents, that in case any of the said creditors, parties hereto, shall at any time within the space of — now next ensuing make it appear, and fully and plainly prove that he the said J. C. hath secreted and concealed any part of his present estate and effects to the sum or value of 10s. (over and above the household goods, stock, debts and effects by him hereby assigned upon the trusts aforesaid) the said general release herein before given to the said J. C. as aforesaid, shall be void and of no effect, to all intents, constructions and purposes whatsoever; and that then and from thenceforth every creditor, party hereto, shall be intitled to his full and whole debt in the said schedule mentioned, and shall and may have full power and authority, at any time then after, to commence any action or suit against him the said J. C. his executors and administrators, for the recovering and receiving of the same, as if such general release had never been to him given; any thing herein contained to the contrary thereof in any wise notwithstanding. *And lastly*, each of them the said J. H. and B. S. for themselves, their executors and administrators do and doth hereby covenant, promise and agree, to and with each and every of them the said creditors of the said J. C. executing these presents, their respective executors, administrators and assigns, that they the said J. H. and B. S. their, &c. shall and will from time, to time when and as often as any monies shall come to their hands, by virtue of the assignment hereby made to them of the said premises as aforesaid, (after such deduction thereout as aforesaid,) well and truly share, divide, and pay the same to and between themselves, and amongst the other the said creditors executing these presents, in equal proportions, according to the *quantum* of their and every of their respective debts,

as the same are mentioned and set down in the said schedule hereunder written, according to the trusts aforesaid, and the true intent and meaning of these presents. *In witness, &c.*

The schedule of the debts due from the said J. C. to his creditors executing hereof, and to which the above written indenture refers, viz.

Another, in Trust to pay Creditors where the Debtor produces an Account of his Effects on Oath, which the Creditors covenant to accept in full of their Debts, and to execute general Releases before a certain Day, and in the interim give him Licence to go about, &c. but on Condition that if the Effects will not pay 8s in the Pound, or that if all the Creditors do not execute the Assignment, the same to be void or in Case of concealing of Effects, the Assignment and the general Releases to be void.

THIS INDENTURE, &c. Between W. R. of, &c. of the one part, and A. and B. of, &c. (two, &c.) of the other part. *Whereas* the said W. R. on the day of the date hereof, doth owe, and is justly indebted unto the said A. and B. and other his said creditors executing these presents, whose names and particular debts against every such creditor's name are set forth in a schedule hereunder written, (intituled the first schedule) amounting in the whole to the sum of — or thereabouts, and as to the truth and reality of every such debt being so due, by the said several creditors have agreed to make oath thereof, upon their executing of these presents, before a proper person qualified to take the same: *And whereas* the said W. R. by reason of many great losses in trade, bad debts, and other unhappy misfortunes, is now obliged to be absent from his trade and habitation, and is rendered incapable of making full payment to his said creditors of their respective debts: *And whereas* the said W. R. being willing and desirous to pay and satisfy to the said A. and B. and all other his said creditors their said respective debts, so far as his household goods, stock in trade, and debts due and owing to him will extend and amount unto, (which is computed will amount at least to 8s. in the pound,) hath made out a just and true account thereof; and hath proposed and agreed to make an absolute assignment of the same unto and amongst his said creditors, for and towards payment and satisfaction of their said respective debts, in such manner as herein after is mentioned, which said account is contained in the second schedule hereunder written, (intituled a second schedule,) particularly mentioned and set forth; and as to the truth and reality of the same account, he the said W. R. before the executing hereof, hath made an affidavit before — one of the masters of the high court of chancery, as appears by the said affidavit hereunto annexed: *Whereupon* the said several creditors having considered the misfortunes, circumstances and present condition of the said W. R. and of his being willing to assign his said household goods, stock in trade and debts, towards payment of their said respective debts, and that he is no other ways capable to make or give them any further or better satisfaction and payment, than by and with the same, they the said creditors have consented and agreed to accept and take an assignment of the said household goods, stock in trade and debts, in the names of them the said A. and B. in trust as well for themselves as for all other the creditors of the said W. R. executing hereof, in full payment, satisfaction and discharge

Debts owing to be proved on oath.

Incapacity of paying.

Willing to make satisfaction as far as his goods, &c. will pay.

Account thereof,

Affidavit.

Which the creditors accepted,

and will give
releases.

Subject, &c.

And grant
licence.

Consideration.

Assignment.

Habendum.

Trusts.

To pay rents.

Letter of at-
torney.

of the said several debts and sums of money so now due and owing to them from the said *W. R.* as aforesaid, in the proportions, and according to the quantum of their respective debts, in such manner as herein after is expressed; *And* that they the said creditors, on payment thereof, will give such general releases unto the said *W. R.* as herein after mentioned; *Subject nevertheless* to the proviso herein after contained; *And further* that the said creditors in the mean time will give unto him the said *W. R.* such liberty and licence to transact his affairs and business, as herein after also is mentioned: *Now this Indenture witnesseth,* That the said *W. R.* (in pursuance, &c. and for and in consideration, &c. *Hath* bargained, &c. and by, &c. (at the request, &c. of all the other creditors of the said *W. R.* executing these presents, testified by their signing and sealing hereof) *Doth* fully, &c. bargain, &c. unto them the said *A.* and *B.* *All* and every the household goods and furniture, linen, stock in trade, debts, sum and sums of money and other effects and chattels belonging to, and due and owing to him the said *W. R.* as are in the second schedule hereunder written particularly mentioned and set forth, and all the right, &c. *To have,* &c. *Nevertheless,* &c. *Upon Trust* that they the said *A.* and *B.* and the survivor, &c. shall and do, as soon as can or may be, by several sales, absolutely sell, &c. *And* from and after such sales, then upon further trust that they the said trustee-creditors shall and do in the first place deduct and retain thereout all such costs, &c. *And* from and after such deduction thereout as aforesaid, then in trust to pay and satisfy to the executors of the late right honourable *J. earl F. W.* and to *M. B.* of, &c. *All* such rent and arrears of rent as shall then appear to be to them respectively due from the said *W. R.* to *Michaelmas* day now next ensuing, and subject to the several deductions and payments aforesaid; then upon this further special trust that they the said trustee-creditors, and the survivor, &c. shall and do retain and pay all the residue, &c. amongst, &c. in the said first schedule mentioned and set forth, as far as the same will extend to pay, satisfy, or otherwise divide and dispose of the said goods, wares, merchandize and debts, as the said creditors, parties hereto, or the major part of them, shall think fit, according to the true intent and meaning of these presents, and upon no other trust, intent or purpose whatsoever: *And* for the better, &c. he the said *W. R.* hath, and by &c. doth make, &c. the said *A.* and *B.* his true and lawful attorney, &c. to ask, &c. from all and every the several persons in the said second schedule named, the several sums of money therein mentioned, to be by them respectively due and owing to the said *W. R.* and upon no payment, &c. *And* he the said *W. R.* doth hereby further authorize, enable and empower them the said *A.* and *B.* and their assigns, to make, do, perform, and execute all and every such other and further lawful and reasonable act and acts, deeds and things whatsoever, as shall be necessary and requisite, *either at law or in equity*, as well for the recovering and receiving, as also for the releasing, compounding and discharging of all or any of the before mentioned and hereby assigned debts, monies and premises, as likewise for the absolute selling and disposing of the equity of redemption of the said mortgaged premises in the first schedule mentioned, and of the said parcels of plate, household goods, furniture and stock in the said second schedule mentioned; and that as fully, &c. and finally, he the said *W. R.* doth hereby give, &c. nevertheless upon

the several trusts aforesaid: *And* the said *W. R.* for himself, *&c.* doth hereby covenant, *&c.* to and with the said *A.* and *B.* their, *&c.* in manner as follows, *viz.* That all and every the debts and sums of money in the said second schedule mentioned to be due and owing to him the said *W. R.* is and are now due and owing to him by and from the several persons therein named: and that he hath not received the same, or any of them, or any part thereof; neither will he, his executors or administrators, at any time hereafter receive the same, or any of them, unless it be at the request and by the direction of the said trustee-creditors, and upon the trust herein before declared; *And* that he the said *W. R.* his executors and administrators, shall not nor will release or discharge the power and authority hereby given for receiving the same, nor release or discharge any action or suit that shall or may be brought or commenced in his or their name or names for the recovering of the said sums of money or any of them, (unless it be at the request and by the direction of the said trustee-creditors, or one of them,) *But* shall and will at any time hereafter do any further act or thing for the more effectual assigning thereof, and for the corroborating of these presents, if so requested and required by the said trustee-creditors, or either of them; nevertheless upon the several trusts aforesaid. *And this Indenture further witnesseth,* that they the said *A.* and *B.* and all other the said creditors of the said *W. R.* executing these presents, (in pursuance, *&c.* and in consideration, *&c.*) *Do,* and each, *&c.* (as in the last precedent) *Doth* covenant, promise and agree, to and with the said *W. R.* his executors and administrators, by these presents, that they the said creditors, and each of them for his and their part, shall accept and take the said hereby assigned household goods, stock, debts, chattels and effects in the said second schedule mentioned, in full payment, satisfaction and discharge of the said several and respective debts so now due and owing to them in the said first schedule mentioned: *And further,* that they the said creditors, and each and every of them, *before the — day of — now next ensuing,* shall and will (upon the request and at the costs, and charges of the said *W. R.* his executors or administrators) duly seal and execute and deliver unto him and them general releases, or other sufficient discharges of their said several debts now due to them, and of all accounts, actions and demands whatsoever or howsoever touching or concerning the same; subject nevertheless to the proviso herein after mentioned: *And* in the mean time they the said creditors, and each and every of them doth hereby give and grant unto the said *W. R.* full and free liberty, licence and safe conduct, to go, come, abide, sojourn, pass and repass to or at any place or places wheresoever and whatsoever, and at all times from the date hereof, *at such place or places,* in such manner as he shall think fit; and that in case, the said *W. R.* shall in his person, goods or chattels, at any time before the 18th day of *February* now next ensuing, be arrested, troubled, attached or molested by any of the said creditors, or by their, or any of their act, means, consent or procurement, for or on account of any such debts now due from him as aforesaid, except in case of fraud or concealment, as herein after mentioned, and be not thereof forthwith released and discharged; then and in such case the said *W. R.* shall from henceforth, and is and shall by virtue of these presents be absolutely acquitted, released and discharged, as to all and every debt or sum of money now due to every or any such creditor who shall so arrest, trouble, attach or molest the said *W. R.* within the time aforesaid; contrary

Covenant that the debts are due;

will not release.

Further act.

Second consideration,

whereby creditors covenant to accept of premises in full for their debts,

and to give general releases before a certain day.

And in the interim they give him licence to go about, *&c.*

ary

Provided that if the effects will not pay 8s. in the pound; or if all the creditors do not execute, then these presents to be void.

As to concealment.

trary to the true intent and meaning of these presents. *Provided always,* and these presents are upon this express condition nevertheless, that if the said hereby assigned household goods, stock, debts and premises shall not amount to pay every creditor executing hereof the sum of 8 s. in the pound, or if all the creditors of the said *W. R.* (other than and except such creditors whose respective debts do not exceed the sum of 40 s.) shall not by themselves, or some other person thereunto lawfully authorized, seal and execute these presents on or before the 30th day of *August* now next ensuing, then these presents, and every thing herein contained, shall from thenceforth cease, determine, and be utterly void and of no effect as if the same had never been made; any thing to the contrary thereof notwithstanding. *Provided also,* and these presents are upon the further express condition, and it is hereby declared to be the true intent and meaning hereof, that in case any of the said creditors, parties hereto, shall at any time (either before or after the said general releases so intended to be given to the said *W. R.* as aforesaid) make it appear, and fully and plainly prove that he the said *W. R.* hath secreted or concealed any part of his present estate and effects to the sum or value of 10*l.* over and above the household goods, stock, debts and effects by him hereby assigned, upon the trust aforesaid; then and in such case (after any such due proof made of such concealment as aforesaid) this present indenture, and the said general releases so to be given to the said *W. R.* as aforesaid, shall be void and of none effect; and that then and from thenceforth every creditor, party hereto, shall be intitled to his full and whole debt in the said first schedule mentioned, and shall and may have full and absolute power and authority at any time then after to commence any action or suit against him the said *W. R.* his executors or administrators, for the recovering and receiving of the same, as if such general release had never been to him given; any thing herein contained to the contrary thereof in any wise notwithstanding. *And lastly, &c. (Covenant from the two trustee-creditors to pay the monies proportionably &c. as in the last.) In witnesses, &c.*

The Affidavit mentioned in the above Assignment.

W. R. of, &c. (party to the indenture of assignment to which this affidavit is annexed) maketh oath, that the several debts or sums of money particularly mentioned and set forth against every of the creditors of him the said *W. R.* named in a schedule to the said indenture annexed, (intituled the first schedule) are now justly due and owing from him the said *W. R.* to his said respective creditors in the said schedule named; and that none of the said several debts, or any part or parcel thereof, have been by him the said *W. R.* ever paid off or discharged; and that he the said *W. R.* hath not at any time heretofore deposited any of his goods or effects, or given, or *promised to give*, any other security whatsoever to any of his said creditors for payment of any of the respective debts, other than the several household goods, stock in trade and other things particularly mentioned and set forth in another schedule to the said indenture annexed, (intituled the second schedule) and which are by the said indenture assigned to the two trustee-creditors therein named, upon the several trusts, intents, and purposes therein mentioned and set forth.

An Assignment by a Debtor of Leasehold Premises, Goods, and a Debt to three of his Creditors, in Trust to be sold, &c. to pay Mortgage, Creditors and Expences, and the Surplus to be divided amongst the rest of the Creditors in Part of their Debts; in Consideration whereof they grant him a Letter of Licence for three Years to pay the Residue.

THIS INDENTURE, &c. Between T. B. of, &c. and B. P. of &c. of the one part, and J. H. T. W. and T. P. of, &c. (three of the creditors of the said T. B. and B. P. on behalf of themselves and of all their creditors, who have herunto subscribed and set their hands and seals) of the other part *Whereas, &c. (Recite the several indentures of lease and mortgage thereof;)* and whereas there is a debt of 160 l. due to them the said T. B. and B. P. from X. P. of, &c. And whereas the said T. B. and B. P. at the time of executing hereof, are justly indebted to their several creditors, executing these presents, in the several debts or sums of money set forth against the respective creditors names, which debts they at present are not in a capacity to pay and satisfy: And whereas at a meeting on the — day of January now last past, at Mr. — by the major part of the said creditors, it was then agreed between them and the said T. B. and B. P. that on their assigning of all their estate, interest and equity of redemption of and in the above mentioned several demised and mortgaged premises, and of the said debt due from the said X. P. and of all their household goods and furniture, and all other their estate, goods, chattels and effects whatsoever upon oath, (except their wearing apparel) unto the above named J. H. T. W. and T. P. for and towards payment to them, and the said other creditors executing these presents, of their respective debts, as far as the same will extend at present to pay, they the said creditors should accept of the same in part of their said debts, and give the said T. B. and B. P. a letter of licence for the term of three years to follow their respective trades in order to enable them to pay the residue of their respective debts in such manner as herein after is mentioned; and it was also agreed, that the said creditors should severally swear to the truth of their respective debts before they should be intitled to any dividends to be made of the estate and effects hereby assigned: *Now this Indenture witnesseth,* That they the said T. B. and B. P. in pursuance of their part of the said recited agreement, and for 5 s. paid to them by the said J. H. T. W. and T. P. &c. Have, and each of them *Have, &c.* and by, &c. (at the request, and by and with the consent, direction, nomination and appointment of the said other creditors, testified by their signing and sealing hereof) *Do,* and each of them *Doth* bargain, sell, assign, transfer and set over unto the said (three trustee-creditors) and the survivors and survivor of them, and the executors, administrators and assigns of such survivors and survivor, *As well all* those the herein before mentioned several pieces of ground, messuages, &c. which in and by the said several in part recited indentures of lease and mortgage were respectively demised and assigned to—or mentioned or intended so to be, with their and every of their appurtenances; *As also* the said debt or sum of 160 l. so due from the said X. P. as aforesaid. *As likewise* all the household and furniture goods, chattels, debts and effects whatsoever, and of what nature or kind soever, that are now due and belonging to them the said T. B. and B. P. or either of them, (wearing apparel only

Recitals of leases, mortgages, debts,

Unable to pay.

Meeting of creditors.

Agreement to take assignment in part, and give a letter of licence for the rest.

Consideration.

Assignment of leasehold premises.

A debt. Goods.

Habendum.

Authority to
sue for the
debt assigned.

Trustee-cre-
ditors to sell
the assigned
premises to
pay mortgage
creditors.

only excepted) *And all* the estate, right, title, interest, term of years to come and unexpired, possession, reversion, yearly rents and profits, equity and benefit of redemption, trust, property, benefit, advantage, claim and demand whatsoever or howsoever, either in law or equity, of them the said *T. B.* and *B. P.* by virtue of the said herein before recited indenture, &c. *To have and to hold* the said messuages, buildings, and all and singular other the herein before assigned leasehold premises, *cum pertinentiis*, unto the said (*three trustee creditors*) their executors, &c. from henceforth for and during all the rest and residue of the before mentioned several terms of — which are therein respectively now to come and unexpired; subject nevertheless to the payment of the several yearly ground rents of —, &c. as by the said indentures of lease respectively reserved, and to the several covenants, conditions and agreements therein contained, and which from henceforth on the lessees or assignees part are to be paid and performed; and also subject to the payment of the said several principal sums of 800 *l.* 200 *l.* 350 *l.* 60 *l.* 260 *l.* 40 *l.* so respectively secured to them the said *H. L. A. D. S. M. F. S.* and *H. B.* on the several leasehold premises in manner as aforesaid, and of all interest monies now due and to grow due to them respectively for the same, and so subject in manner as aforesaid, then to, for and upon the several trusts, intents and purposes herein after mentioned, expressed and declared of and concerning the same; *And to have, hold, receive, take and enjoy* the said debt of 160 *l.* household goods, furniture, chattels, debts and effects, and all and singular other the herein before assigned premises as are not leasehold (except as aforesaid) unto them the said *J. H. T. W.* and *T. P.* their executors, administrators and assigns from henceforth for ever, and to which they are hereby intended to have a legal right and property, *Together with full power and authority* for them the said trustee-creditors, their executors or assigns, to commence any action or actions, suit or suits, for the recovery and receipt of the said debt of 160 *l.* due from the said *X. P.* and all other debts and debts, sum and sums of money due to the said *T. B.* and *B. P.* from any other person or persons, and the same to release and discharge and that as fully, amply and effectually to all intents and purposes whatsoever, as they the said *T. B.* and *B. P.* or either of them could or might do if personally present, or in case these presents had not been made; *Nevertheless to, and upon the several trusts, intents and purposes* herein after mentioned and expressed of and concerning the same, (that is to say) as to all and singular the said hereby assigned messuages or tenements, and other the premises, *Upon trust* that they the said *J. H. T. W.* and *T. P.* their executors or assigns, shall and do, as soon as can or may be, by several sales absolutely sell and dispose as well of all and singular the said hereby assigned messuages, tenements, and other the leasehold premises, as also of the said hereby assigned household goods and furniture for the most money and best price that can be got for the same; and from and after, or upon such sale or sales that they the said *J. H. T. W.* and *T. P.* shall and do pay to the said *H. L. A. D. S. M. F. S.* and *H. B.* all their respective principal monies and interest so secured, and which shall be to them respectively due and owing: *And from and after full payment thereof, then as to all the residue* of the monies arising by sale of the said leasehold premises, and as to all the monies arising by sale of the said household goods and furniture, and as to the said debt of 160 *l.* due from the said *X. P.* and

and other debts and sums of money due from any other person or persons, when the same, or any part thereof is or are received; *Upon this further trust*, that they the said J. H. T. W. and T. P. afterwards to pay money borrowed, and for this assignment, shall and do retain and pay, and apply and dispose of all and singular the same monies and premises, to, for and upon the several trusts, intents and purposes hereinafter mentioned and expressed, viz. To pay to W. B. of *Lincoln's Inn* in the county of *Middlesex*, gent. the sum of £. 5s. borrowed of him by the said T. B. B. P. and the costs and charges which he the said W. B. has already been or shall hereafter be at, on account of this present assignment; And from and after payment thereof, then it shall and may be lawful for the said J. H. T. W. then trustees expences; and T. P. by and out of the same monies and premises, to deduct and retain to themselves thereout all such costs, charges, expences and damages as they the said J. H. T. W. and T. P. any or either of them, shall expend, pay, sustain or be put unto touching the sale of the said premises, and in paying, applying and disposing of the monies arising by such sale, and other the several trusts hereby in them reposed touching the hereby assigned premises, and which they are hereby enabled and empowered so to deduct and retain; And from and after such payments and deductions in manner as aforesaid, and subject thereunto, then *Upon this further special trust*, that they the said J. H. T. W. and T. P. and the survivors and survivor of them, his executors and assigns, shall retain and pay all the said residue or surplus monies so to be by them raised and received as aforesaid, to and amongst themselves and all and every other the creditors of the said T. B. and B. P. executing these presents in equal proportions, rateably and proportionably, according to the quantum of their said respective debts now due and owing to them respectively, as far as the same will extend to pay and satisfy according to the true intent and meaning of these presents, and to and for no other trust, use, intent or purpose whatsoever: And the said T. B. and B. P. for themselves, and for their respective executors and administrators, do covenant, promise and agree, to and with the said J. H. T. W. and T. P. their executors, administrators and assigns, by these presents, that they the said T. B. and B. P. their executors and administrators, shall and will at any time hereafter, upon the request, and at the charge of the said J. H. T. W. and T. P. any or either of them, make, do and execute all and every such further and other lawful acts, deeds and things, as well for the corroborating and strengthening of these presents, as also for the further, better and more perfectly assigning, assuring and confirming of all and singular the herein before mentioned and intended to be hereby assigned premises, unto them the said J. H. T. W. and T. P. their executors, administrators and assigns: (Nevertheless to, for and upon the several trusts, intents and purposes herein before mentioned, expressed and declared of and concerning the same) as by their, any or either of their counsel, &c. And this Indenture further witnesseth, That they the said creditors executing these presents (in pursuance and performance of their part of the said recited agreement, and in consideration of the assignment herein before made by them the said T. B. and B. P. to the said trustees of the said premises, upon the trust aforesaid, and to the end and intent to enable them the said T. B. and B. P. to pay to their creditors, parties hereto, the residue of their respective debts as shall not be so paid in manner as aforesaid) Do hereby give and grant unto each of them the said T. B.

Residue amongst the creditors proportionably.

Covenant to do any further act, &c.

Letter of licence for three years.

T. B. and *B. P.* full and free liberty, licence and safe conduct from henceforth during the term of three years, to go, come, abide, reside, pass and repass to or at any place or places whatsoever and where-soever; and that in case they the said *T. B.* and *B. P.* or either of them, shall in his or their persons before the said three years, to be computed from the date hereof, be arrested, attached, troubled or molested by any of the said creditors executing these presents, or by their or either of their acts, means, consent or procurement, for or on account of any debt or debts, or of any part of such debt or debts now due from them as aforesaid, and be not thereof forthwith released and discharged, then and in such case they the said *T. B.* and *B. P.* shall from thenceforth, and are and shall by virtue of these presents, and the licence hereby given, be absolutely acquitted, released, and for ever discharged as to all and every such debt or sum of money then due to every such creditor who shall so arrest, trouble or molest the said *T. B.* and *B. P.* or either of them, within the time aforesaid, contrary to the true intent and meaning of these presents. *In witness, &c.*

An Assignment of two annual Sums to be paid out of the Rents of several Estates for the Life of the Assignor, in Trust to pay Creditors, wherein is a Direction to the Tenants to pay, and a Letter of Attorney to receive the Money out of the Rents, and a Covenant that the Assignor shall not be arrested, with a Proviso in case of his Death, &c.

Intitled to several manors, &c.

In debt.

Agreement with creditors,

Assignment of 400*l.* per ann. and 200*l.* per ann out of the rents of the said estates till the debts satisfied.

WHEREAS the right honourable *W.* earl of *I.* of the kingdom of *Ireland*, is and standeth seised of and in the manors of *C.* and *T.* in the county of *B.* and of and in divers messuages, lands and tenements, situate in *C.* and *T.* aforesaid, of the yearly value of 800*l.* or thereabouts for the term of his natural life, and subject to a charge of the principal sum of 5000*l.* And whereas the said earl is also intitled for the term of his natural life to the barony or manor of *R.* in the county of *C.* and kingdom of *Ireland* aforesaid, and to sundry lands and tenements in the said county of *C.* of a considerable yearly value, subject to a rent-charge of 800*l.* per annum, being the jointure of his mother, the right honourable *M.* countess dowager of *J.* And whereas the said earl is indebted to the several persons executing these presents, in the several and respective sums in the schedule hereunder written, and they have come to an absolute agreement with him the said earl to take and receive the said several and respective sums of money so due to them in the manner and proportions herein after particularly mentioned and expressed; In consideration whereof it is hereby concluded, covenanted and agreed upon by and between the said earl, and all the parties signing and sealing these presents, in manner following; (that is to say,) that the said earl shall and will assign and set over, and the said earl Doth hereby assign and set over to Sir *T. S.* *T. B.* *J. M.* and *N. P.* (being trustees appointed for the said creditors) the sum of 400*l.* per annum, to be issued and paid out of the said manors of *T.* and *C.* and also the further sum of 200*l.* per annum, to be issuing and paid out of the barony and lands in the county of *C.* after the death of the said countess dowager of *J.* his mother, for and during the natural life of the said earl, the said yearly sum of 400*l.* and 200*l.* respectively to be paid, clear of all taxes, charges and deductions whatsoever, unto the said Sir *T. S.* *T. B.* *J. M.* and

and *N. P.* on *Michaelmas-day* and *Lady-day* in every year, by equal half yearly payments; the first of which half-yearly payments, as to the said 400*l.* *per annum*, to be issuing and paid out of the said manors of *T.* and *C.* to commence and to be paid out of the rents of the said manors which shall become due on *Michaelmas-day* next, and the first of the said half-yearly payments of the said 200*l.* *per annum*, out of the estate in *C.* to begin on such of the said feast-days as shall next happen after the death of the said countess dowager of *J.* and the said several payments to continue during the natural life of the said earl, for and during and until such time as all the said creditors shall be fully paid and satisfied their respective debts, in proportion according to the several sums of money due to them respectively, and the said half-yearly payments of the said sum of 400*l.* and 200*l.* respectively, to be by them the said Sir *T. S.* knight *T. B.* *J. M.* and *N. P.* when and as the same shall be by them received (after all their reasonable charges first deducted,) applied and paid to all the said other creditors executing these presents, in equal proportions according to the quantum of their said respective debts hereunder mentioned. And the said earl doth hereby, for himself and his assigns, appoint and direct all and every the said tenants and lessees at *C.* and *T.* aforesaid to pay or cause to be paid their several and respective rents unto the said Sir *T. S.* knight *T. B.* *J. M.* and *N. P.* until they shall have received the full sum of 200*l.* *per annum*, to be paid respectively as aforesaid; And doth further covenant and agree to and with the said Sir *T. S.* knight *T. B.* *J. M.* and *N. P.* their executors and administrators, that he the said earl shall and will, at or upon the reasonable request in writing of the major part of his said creditors signing and sealing these presents, well and sufficiently grant and assign in any other manner, as counsel shall advise, unto the said Sir *T. S.* knight *T. B.* *J. M.* and *N. P.*; and their assigns, the said respective sums of 400*l.* and 200*l.* *per ann.* to be paid out of the said respective manors and lands as aforesaid, until all the said several and respective debts shall be fully paid and satisfied: In consideration of which assignment by him the said earl made of the said yearly sum of 400*l.* out of the said estate in *B.* and of the said yearly sum of 200*l.* so made payable by the said earl out of his *C.* estate, payable in manner aforesaid, to the said Sir *T. S.* knight *T. B.* *J. M.* and *N. P.* their executors, administrators and assigns, upon the trusts, intents and purposes aforesaid, they the said several and respective parties being creditors of the said earl signing and sealing hereof, and each and every of them for him and herself, and for his and her respective executors and administrators, do hereby severally and jointly covenant and agree with the said earl, his executors and administrators, in manner following, (to wit,) That they the said creditors, and each and every of them, for his and her part, shall and will accept and take the said yearly sums of 400*l.* and 200*l.* so to be assigned and paid in manner as aforesaid, for and towards the discharge of their said respective debts under written, and now due to them from the said earl, and in satisfaction thereof, during the life of the said earl, and that they the said creditors, or any or either of them, their respective executors or administrators, shall not, nor will at any time from henceforth next ensuing, arrest, sue or trouble, attach or molest, either the said earl or any of his goods and chattels whatsoever, for or on account of their said respective debts now due to them as aforesaid. *Provided always*, that it shall

Direction to the tenants to pay to the trustees.

Covenant to make any further assignment, &c.

The creditors covenant to accept this assignment,

and not to sue the assignor. Provision in case of his death.

Letter of attorney to receive the rents till the debts paid.

be lawful for the said several and respective creditors, in case of the death of the said earl, to demand, sue for and recover their several and respective debts, which shall then remain due and unpaid to them respectively, forth and out of his the said earl's assets or personal estate which shall be left by him at his decease; *And* the said *W.* earl of *I.* doth hereby make constitute and appoint the said Sir *T. S. T. B. J. M.* and *N. P.* his lawful attornies, irrevocable in his name and stead, but to the proper use and behoof of his the said creditors signing and sealing these presents, and in trust for them to demand, recover and receive, of and from the said tenants and lessees of the manors of *C. T.* and *R.* the said several and respective sums of 400*l.* and 200*l. per annum*, from time to time as the same shall respectively come due and payable to them by virtue of these presents, until all the said respective debts and sums of money hereunder written, shall be fully satisfied, discharged and paid; and the said earl doth hereby give and grant unto the said Sir *T. S. kn. T. B. J. M.* and *N. P.* full power and authority to acquit, release and discharge the said tenants of and from the said several and respective sums of 400*l.* and 200*l. per annum*, and also in his name to sue for and recover the said several sums respectively, when and so often as the same shall become due and payable, in case of non-payment or failure thereof, according to the true intent and meaning of these presents. *In witness, &c.*

Assignment of a Salary to two Friends to pay to Creditors their full Debts, &c.

Recital of debts owing, not able to pay, but is willing to assign part of his salary in satisfaction, &c.

Assignees agree to pay creditors.

THIS INDENTURE TRIPARTITE, &c. *Between J. S.* of the first part, *R. H.* and *B. R.* of the second part, *B. B. T. T. W. W.* and the several other creditors of the said *J. S.* who have hereunto subscribed and set their hands and seals of the third part. *Whereas* the said *J. S.* on the day of the date hereof, is justly indebted unto us his said creditors executing these presents, in the several debts or sums of money particularly mentioned and set forth against their respective names in the schedule hereunder written; *Which* debts, by reason of many great losses and other misfortunes, he the said *J. S.* is not at present able to pay, *But* being willing and desirous to pay his said creditors their respective full debts, he hath agreed to pay and assign unto them the said *R. H.* and *B. R.* the yearly sum of 40*l.* part of his salary and fees as messenger to the house of commons, and that the same should be by them paid unto his said creditors, until such time as they should be paid the sum of 12*s.* in the pound, in part of their said respective debts, and afterwards the yearly sum of 20*l.* out of his said salary and fees, until such time as all his said creditors executing these presents, shall be paid their said respective debts, in such manner as herein after is mentioned; *And* they the said *R. H.* and *B. R.* for and on behalf of the said *J. S.* have agreed that they, during such time only as he the said *J. S.* shall continue and be a messenger to the house of commons, will pay the said yearly sum of 40*l.* so to be assigned to them as aforesaid for payment of the sum of 12*s.* in the pound to the said creditors; and in case the said *J. S.* shall make default in payment of the said yearly sum of 40*l.* that then they the said *R. H.* and *B. R.* out of their own proper monies will pay the yearly sum of 40*l.* to the said creditors, until such time only as they shall be respectively paid 12*s.* in the pound in part of their said

said respective debts during the time aforesaid, in such manner as herein after is also mentioned; *And* the said *R. H.* and *B. R.* on payment of the said other herein after assigned yearly sum of 20*l.* during the time of their receipt thereof, have agreed to pay the same unto the said creditors in full discharge of their respective debts, in such manner as herein after is likewise mentioned; *And* they the said creditors, in consideration of the said several yearly sums of 40*l.* and 20*l.* to them as herein after is mentioned, *Have* agreed to accept of such yearly payments, and on payment thereof to give him general releases for the same, and that they in the mean time will not sue, molest or trouble the said *J. S.* either in his person, goods and chattels, in such manner as herein after is likewise mentioned. *Now this Indenture further witnesseth,* That the said *J. S.* in pursuance of his said recited agreement, and for the end, intent and purpose herein before and after mentioned, and also for and in consideration of the sum of 5*s.* of *£c.* to him paid by the said *R. H.* and *B. R.* at or before the executing of these presents, the receipt whereof is by him hereby acknowledged, and for other good considerations him moving) *Haib* bargained, sold, assigned, transferred and set over, and by these presents, *He* the said *J. S.* *Doth* freely, clearly and absolutely bargain, *£c.* unto the said *J. H.* and *B. R.* as well the yearly sum of 40*l.* part of his salary and fees to be issuing and payable to him as one of the messengers of the said house of commons, as also the further yearly sum of 20*l.* to be issuing and payable out of his salary and fees as aforesaid, and all the right, interest, property, claim and demand whatsoever or howsoever of him the said *J. S.* of, in and to the said hereby assigned yearly sums of 40*l.* and 20*l.* and of, in and to every part thereof; *To have,* hold, receive, take and enjoy the said hereby assigned yearly sum of 40*l.* unto the said *R. H.* and *B. R.* their executors, administrators and assigns, from henceforth for and during, and until such time only, as all and every the creditors of the said *J. S.* executing these presents, shall be fully paid the sum of 12*s.* in the pound towards the discharge of their said respective debts in the said schedule mentioned, in such manner as herein after is mentioned and expressed; *And to have,* hold, receive, take and enjoy the said hereby assigned yearly sum of 20*l.* unto the said *R. H.* and *B. R.* their executors, administrators and assigns, from the time and determination of payment of the said yearly sum of 40*l.* for and during and until such time only as the further sum of 8*s.* in the pound, residue of the said 20*s.* in the pound, shall be to them the said several creditors fully paid and satisfied their said several and respective debts, in such manner as herein after is also mentioned and expressed; *And* the said *J. S.* doth hereby request, desire and direct ——— esq. the present serjeant of the said house of commons and his successors, to pay unto the said *R. H.* and *B. R.* their executors, administrators or assigns, during such time as he the said *J. S.* shall continue and be a messenger to the said house of commons, the several yearly sums of 40*l.* and 20*l.* so respectively payable to them the said *R. H.* and *B. R.* during the time aforesaid, and that their receipts shall be as good and effectual receipts and discharges to him or them, as if the same had been actually given and signed by him the said *J. S.* *And* each of them the said *R. H.* and *B. R.* for themselves and for their respective executors and administrators, do hereby severally covenant, promise and agree, to and with each and every of them the said creditors, executing these presents,

First consideration, assignment of part of salary.

Desirous to pay the salary.

Covenant to pay the creditors 12*s.* in the pound.

presents, their executors, administrators and assigns, in manner as follows, viz. That they the said R. H. and B. R. their executors, administrators and assigns, on receipt of the said herein before assigned yearly sum of 40*l.* shall and will upon receipt thereof, pay the same unto the said creditors executing these presents, and to their respective executors, administrators or assigns, as part of and towards discharge of their said debts in equal proportions, and that according to the quantum of their said several and respective debts in the said schedule mentioned; *And further*, that in case the said hereby assigned yearly sum of 40*l.* shall not be paid to them the said R. H. and B. R. as aforesaid; then and in such case, but not otherwise, they the said R. H. and B. R. or one of them, their or one of their executors or administrators, shall and will, during such time only as he the said J. S. shall continue a messenger to the said house of commons, but no longer, out of their own proper monies well and truly pay or cause to be paid unto each and every of the said creditors executing these presents, and to their respective executors, administrators and assigns, the said yearly sum of 40*l.* as part of and in discharge of their said several and respective debts in the said schedule mentioned, in manner as aforesaid, to be paid to them respectively by equal half-yearly payments on the two feast days following. (to wit,) on the nativity of St. *John* the Baptist, and the birth of our Lord *Christ*; the first of which half-yearly payments to begin and be made on the feast day of St. *John* the Baptist now next ensuing, and so to continue payable until such time only as they the said several creditors shall respectively be fully paid the said sum of 12*s.* in the pound, towards discharge of the said several debts as aforesaid; *And* the said R. H. and B. R. for themselves, and for their executors, administrators and assigns, do hereby further covenant, promise and agree. to and with the said creditors executing these presents, that they the said R. H. and B. R. their executors, administrators or assigns, from and after payment of the said yearly sum of 40*l.* in manner as aforesaid, on receipt of the said other yearly sum of 20*l.* so assigned to them as aforesaid, shall and will upon receipt thereof, after deducting thereout all such costs, charges, expences and damages, which they shall pay, sustain or be put unto, on account, or for or in respect of their receiving or paying the said hereby assigned yearly sum of 20*l.* and which he the said J. S. doth hereby empower and direct them so to do, well and truly pay the same to all and every the creditors executing these presents, and to their respective executors, administrators and assigns, for and during and until such time only as they the said creditors and their respective representatives shall be fully paid their respective debts of 20*s.* in the pound in the said schedule mentioned; the said yearly sum of 20*l.* so payable to the said creditors in manner as aforesaid, to be paid to them the said creditors respectively by equal proportions on the two half-yearly feast-days, according to the quantum of their said respective debts, until the same shall be fully paid and satisfied; the first of which payments of the said yearly sum of 20*l.* to begin and be made on such of the two feast-days as shall next happen after determination of payment of the said yearly sum of 40*l.* *And this Indenture witnesseth*, That they the said creditors executing these presents (in pursuance and performance of their part of the said recited agreement, and in consideration of their respective debts so to be paid to them during the time and in manner as aforesaid, and

Second consideration.

As to creditors acceptance of monies payable as above, giving relea-

and for other good considerations them moving.) *Do* and each and every of them *Doth* for himself severally, and not one for the other, and for his and their own respective executors, administrators and assigns only, severally covenant, promise and agree, to and with the said J. S. his executors and administrators, by these presents, that they the said creditors will accept of the said yearly sum of 40*l.* and 20*l.* so to be paid during the continuance of his being a messenger, and payment to them of their respective debts at the several times, and in manner as aforesaid: *And* that they the said creditors, upon such full payment of their said respective debts, shall and will at the request and charge of the said J. S. his executors and administrators, give unto him and them a full and sufficient release and discharge of the same; *And further*, that they the said creditors executing these presents, and each and every of them, doth hereby give and grant unto the said J. S. full and free liberty, licence and safe conduct to go, come, abide, sojourn, pass and repass with his goods and chattels, to or at any place or places whatsoever, and wheresoever and at all times from the date hereof, in such manner as he shall think fit; *And* that in case the said J. S. shall at any time in his person, goods or chattels, during the time aforesaid, be arrested, troubled, attached or molested by any of the said creditors, or by their or any of their act, means, consent or procurement, for or on account of any such debt so now due from him, as aforesaid, and be not thereof forthwith released and discharged; then and in such case the said J. S. shall from thenceforth, and is and shall by virtue of these presents be absolutely acquitted, released or discharged, of and from every such debts so now due to every such creditor, who shall so arrest, trouble, attach or molest the said J. S. during the time aforesaid, contrary to the true intent and meaning of these presents. *In witness, &c.*

ses, &c. and
in the mean
time not to
sue, &c.

*An Assignment of 5*l.* (payable by a Box-Club at the Death of the Assignor, to his Executors, Administrators or Assigns) to a Creditor in Satisfaction of his Debts.*

TO ALL PERSONS, &c. I S. W. of, &c. (a member of a society or box-club held at the Bell alehouse in &c.) send greeting. *Whereas* I the said S. W. am now justly indebted unto J. N. of &c. in the sum of 5*l.* *And whereas* the executors, administrators or assigns of me the said S. W. at my being a member of the said society or box-club, will be intitled to receive the sum of 5*l.* from the said club immediately after my death: *Now these presents witness*, That in regard I am not able to pay the said J. N. the said sum of 5*l.* so due from me to him as aforesaid, and being desirous to secure payment thereof, and for which purpose I the said S. W. do hereby oblige and bind myself, my executors and administrators, unto the said J. N. his executors, administrators and assigns, in the penal sum of 10*l.* of lawful money for the true payment of the said sum of 5*l.* unto the said J. N. his executors, administrators and assigns; the same to be paid to him and them within the space of 14 days next after my death; *And* I do hereby give, grant, assign and bequeath unto the said J. N. his executors, administrators and assigns, the said sum of 5*l.* so payable after my death by the said society or box-club at the time and in manner as aforesaid; *And* I do hereby request, direct and empower the then steward or stewards of the

the said society or box-club to pay the said sum of 5 l. unto the said J. N. his executors, administrators or assigns, after my death accordingly; and that his or their receipt for the same shall be as good and effectual discharges for the same 5 l. as if the same had been signed and given by my executors or administrators. *In witness, &c.*

An Assignment by several Creditors (to whom two Co-partners the Debtors had assigned a Bond, Annuity and Mortgage in Satisfaction of their Debts, the Surplus to the Assignors) to Trustees for all the Creditors of the said Co-partners, and by the Co-partners, of Debts in a Schedule upon the same Trusts; and one of the Creditors covenants to pay a Sum of Money which is to be applied to the same Uses.

Parties, the debtors and all their creditors.

Co-partners in debt.

Unable to pay.

Debts due as in the schedule.

Agreement for assignment.

A bond debt due.

Recital of a mortgage to secure a sum payable out of an annuity to the assignors.

THIS INDENTURE QUADRIpartite, &c. Between W. P. and W. T. both of, &c. co-partners, of the first part, E. P. citizen and poulterer of London, R. T. of, &c. founder, and J. T. of, &c. weaver, of the second part, J. S. of, &c. maltster, S. S. of, &c. gent. J. D. of, &c. hop-merchant, three of the creditors of the same W. B. and W. T. and trustees nominated by the rest of the creditors of the said W. P. and W. T. (parties hereto) of the third part, and J. T. of, &c. maltster, J. T. of, the, &c. malt factor, G. H. of, &c. maltster, J. C. of, &c. W. C. of, &c. back-maker, J. B. of, &c. bricklayer, H. E. of, &c. plumber, J. A. of, &c. farrier, R. C. of, &c. lighterman, P. S. of, &c. hoop-bender, J. S. of, &c. cooper, H. F. of, &c. sadler, T. R. of, &c. coal merchant, J. S. O. of, &c. distiller, S. H. widow, executrix of her late husband E. H. late of, &c. collar maker, deceased, W. B. of, &c. esq; H. P. of, &c. maltster and J. F. of, &c. gent. other of the creditors of the said W. P. and W. T. of the fourth part. *Whereas* the said W. P. and W. T. are and stand justly and truly indebted unto the said several persons herein before mentioned, to be their creditors in divers sums of money to them respectively due and owing, and by reason of several great losses and misfortunes which have happened unto them the said W. P. and W. T. they are hereby rendered unable to pay unto the said creditors their whole debts; but in order to make unto the said creditors the utmost recompence and satisfaction for their said debts, which they are capable of making, they the said W. P. and W. T. have proposed to make an absolute assignment of the several debts, by the schedule or inventory of debts herein after contained or mentioned, due to the said W. P. and W. T. from the several persons in the same schedule or inventory mentioned, unto the said J. S. S. S. and J. D. at the nomination and appointment of the said other creditors of the said W. P. and W. T. parties hereto, in trust for themselves and the said other creditors, in such manner as is herein after mentioned. *And whereas* D. E. of, &c. victualler, by one bond or writing obligatory, bearing date the, &c. became bound unto the said W. P. and W. T. in the sum of 200 l. of, &c. with condition thereunder written, for payment of 100 l. with lawful interest for the same, to the said W. P. and W. T. on, &c. the next ensuing: *And whereas* by one indenture tripartite, bearing date, &c. B. S. of, &c. one of the sons of B. S. deceased, who was son of F. S. deceased, of the first part, P. L. of L. &c. gent. of the second part, and the said W. P. and W. T. of the third part, *Reciting*, that F. S. late of, &c. by his last will, &c. did give, &c. to his trusty friends

G. L. and M. H. their, &c. all that his the said testator's annuity of 77*l. per annum*, issuing out of the excise of beer, ale and other liquors, or from and out of some other parliamentary fund or security, and was payable to him the said testator out of the exchequer, in trust and confidence, to give and pay the issues and profits of the said annuity, to his the said testator's son B. S. for and during the term of his natural life, and from and after his decease, to and amongst such children of the said B. S. as should be living at the time of his death, share and share alike, for and during the rest and residue of the term then to come and unexpired in the said annuity; and of his said will the said testator made the said G. L. and T. D. and J. H. executors, who duly proved the said will, and since the death of the said testator the said B. S. the said testator's son, also departed this life, leaving at the time of his death six children, whereof the said B. S. party to the same indenture, *tripartite*, was one, and thereby well intitled to one sixth part of the said issues and profits of the said annuity; And also reciting that the said B. S. was on the day of the date thereof justly and truly indebted to the said W. P. and W. T. in the full sum of 108*l. 10s.* and that for securing the payment of the said sum of 108*l. 10s.* so due as aforesaid from the said B. S. to the said W. P. and W. T. the said B. S. agreed to assign and assure all the right, title, interest and share, benefit, claim and demand whatsoever of him the said B. S. of, in or out of the said annuity or yearly income of 77*l.* before mentioned, unto the said P. L. his, &c. in such manner and for such uses and intents as in the same indenture *tripartite* are after mentioned, He the said B. S. for the considerations aforesaid, and for divers other, &c. Did grant, &c. assign, &c. unto the said P. L. his, &c. all that the one full sixth part or share of the said B. S. of and in the said annuity of 77*l. per annum*, and all the rate, &c. for and during all the rest, &c. of the term then to come and unexpired of and in the said annuity; And the better to enable the said P. L. to recover and receive the said sixth part or share of the said annuity, the said B. S. Did nominate, &c. the said P. L. his true, &c. to ask, &c. of the said G. L. and M. H. and each of them, and also to ask, demand and receive out of his majesty's exchequer, of and from the lord high treasurer of the lords commissioners for executing the office of lord high treasurer of Great Britain for the time being, or such other person or persons who ought to pay the same, the said sixth part or share of the issues and profits of the said annuity of 77*l. per annum*, until the said sixth part or share of the same annuity could be sold; and as soon as the same could be sold, to sell and dispose of the same to any person or persons whatsoever, for the best price that could be got for the same; In trust nevertheless, and to the intent and purpose that the said P. L. his executors, administrators and assigns, did and should dispose of, and apply all such monies as he should receive by virtue of the said indenture, either out of the issues or profits of the said annuity or by sale thereof in the first place, to pay and satisfy unto the said W. P. and W. T. the said sum of 108*l. 10s.* then due and owing to them as aforesaid, and after payment thereof, and all costs and charges relating to the execution of the said trust, to pay the overplus of such money unto the said B. S. party, &c. &c. and in and by the said indenture *tripartite*, It is further recited that the said F. S. in and by his said last will and testament before mentioned, Did give, devise and bequeath all that his reversion in fee-simple expectant upon the estate for life, of one E. H. wife of W. H. of one fifth part of several houses and lands in W. and elsewhere in the county of M.

Recital of
assignment of
said bond,
annuity and
mortgage to
E. P. with
consent of R.
T. and J. T.

which estate was, at the time of making the said will, and on the day of the date of the said indenture, the jointure of the said E. M. and of the yearly value of 329 l. *per annum* or thereabouts, to all his the said testator's grand children that should be living at the time of his death; *To hold* to them, their heirs and assigns for ever in common, share and share alike; and it is also thereby recited, that the said B. S. party, &c. by virtue of the said will, as one of the grand children of the said F. S. was seised in fee-simple, expectant on the estate for life of the said E. M. of and in one full ninth part of a fifth part of the same houses and lands; and in and by the same indenture *It is further witnessed*, that for the further and better securing the payment of the said sum of 108 l. 10 s. together with lawful interest for the same, after the rate of 5 l. *per cent per ann.* unto the said W. B. and W. T. their, &c. and for other, &c. *He the said B. S. party, &c. Did demise, &c.* unto the said P. L. all that one ninth part of the said fifth part of the said houses, &c. mentioned or intended to be devised in and by the said last will and testament of the said F. S. and also all other the messuages, &c. whatsoever of him the said B. S. party, &c. lying and being in W. as aforesaid, or elsewhere in, &c. *To hold, &c.* the said, &c. unto the said P. L. his, &c. from &c. for 99 years, without impeachment, &c. *In trust nevertheless* for the said W. P. and W. T. their executors, administrators and assigns, and for the further and better securing to them the payment of the said sum of 108 l. 10 s. and interest so due unto them as aforesaid, and to be for no other use, intent or purpose whatsoever; *And whereas*, by another indenture *tripartite*, made, &c. *Between* the said W. P. and W. T. of the first part, the said E. P. of the second part, and the said R. T. and J. T. of the third part, *Reciting*, amongst other things, to the effect herein before recited, of and concerning the said bond from the said D. E. and the said mortgage or security from the said B. S. and *reciting*, that the said W. P. and W. T. then were and stood indebted to the said E. P. in several sums of money therein particularly mentioned and which do amount in the whole unto the sum of 1500 l. and that the said W. P. and W. T. then also were and stood indebted unto the said R. T. in the sum of 200 l. and to the said J. T. in the sum of 200 l. with the interest for the same sums of money then due to the said E. P. R. T. and J. T. respectively, in such manner as is therein particularly mentioned, *and also reciting*, that for the better securing, and for towards payment and satisfaction of the said several principal sums of money, and interest due and to grow due for the same, to the said E. P. R. T. and J. T. respectively, they the said W. P. and W. T. had proposed and agreed, amongst other things, to assign the said bond from the said D. E. to the said W. P. and W. T. and also the said mortgage or security from the said B. S. to the said W. P. and W. T. and all annuities due or to grow due for principal and interest on the same bonds or mortgage from the said D. E. and B. S. respectively to the said E. P. in such manner as is therein after mentioned; *They the said W. P. and W. T.* for the considerations aforesaid. *Did, inter alia*, grant, transfer, assign and set over unto the said E. P. (at the nomination, and by and with the consent and approbation of the said R. T. and J. T. testators &c.) his, &c. the said obligation or writing obligatory from the said D. E. to the said W. P. and W. T. and all the benefits, commodities, sum and sums of money that might be obtained, gotten or received, reason or means of the same obligation; *And the said W. P. and W. T.*

Did also for the considerations aforesaid, grant, &c. unto the said E. P. (at the like nomination, and by and with the like consent and approbation of the said R. T. and J. T. testified as aforesaid,) his executors, administrators and assigns, All that the said one full sixth part or share of and in the afore-mentioned annuity of 77 l. per annum, and the issues and profits thereof, and all the estate, &c. of them the said W. P. and W. T. or either of them, of, in, to or out of the same annuity, for and during all the rest, &c. of the term then to come and unexpired, of and in the said annuity; And also all that one full ninth part of the said fifth part of the said house, &c. at W. aforesaid, and all other the lands, &c. granted, &c. by the said indenture dated, &c. and all the estate, &c. of them the said W. P. and W. T. or either, &c. of, in, &c. And all and every sum and sums of money, due or to grow due, by virtue or means of the same indenture, together with the same indenture; To hold the same messuage, &c. to the said E. P. his, &c. for, &c. all the residue, &c. of the said term of 500 years therein, &c. Subject nevertheless to the power and equity of redemption of the same premises by the said B. S. his heirs, &c. in which the said indenture, dated, &c. is contained a proviso and declaration by all the parties thereto, that the assignment therein contained of the said bond from the said D. E. and of the said sixth part of the said annuity, and of the said mortgage of the said messuages, &c. at W. were so made as aforesaid to the said E. P. in trust, that he should, amongst other things, get in and receive the said several sums of money due from the said B. E. and B. S. respectively as aforesaid, and that by and out of the money arising thereby, and by sale of divers other things, by the same indenture bargained, sold and assigned to the said E. P. by the said W. P. and W. T. he the said E. P. should in the first place retain all such costs and expences as he should sustain or be put unto, in or about the execution of the trust thereby in him reposed, and should out of the residue thereof divide and pay to himself and the said R. T. and J. T. their said respective principal debts, and all interest thereof, if the same should be sufficient for that purpose, and should pay the overplus, if any, to the said W. P. and W. T. if such residue should not be sufficient to pay the said E. P. R. T. and J. T. the whole of their said principal debts and interest, then that the said E. P. should pay and divide such residue to and amongst himself and the said R. T. and J. T. equally in proportion to the respective sums of money due to them respectively, for their said principal debts and interest thereof, as in and by the same last recited indenture, relation, &c. And whereas for and towards further payment and satisfaction of the said debts so due and owing, as aforesaid, from the said W. P. and W. T. to their said several creditors herein before mentioned, parties hereto, they the said E. P. R. T. and J. T. have proposed and agreed to assign the said bond from the said D. E. to the said W. P. and W. T. and also the said mortgage or security from the said B. S. to the said W. P. and W. T. and all money due and to grow due for principal and interest on the same bond and mortgage from the said D. E. and B. S. respectively, to the said J. S. S. S. and J. D. in trust for themselves and the said other creditors, parties hereto, of the said W. P. and W. T. in such manner as is herein after mentioned: And whereas, for and towards further payment and satisfaction

In trust,
to pay charges.
Residue to pay R. T. and J. T. their debts.
Overplus to the assignor.
For further payment of debts to the creditors.
Parties hereto, E. P. R. T. and J. T. agree to assign said bond and mortgage to the trustees herein, in trust for themselves and the other of creditors;

and E. P. agrees to pay them 50*l*.

The creditors, in consideration of assignments, agree to accept them in full.

Assignment by the partners of their debts in the schedule.

Upon trust.

The copartners covenant that they have not discharged their debts due to them.

Further acts.

of the said debts so due and owing, as aforesaid, from the said W. P. and W. T. to their said several creditors, (parties hereto) the said E. P. has proposed and agreed to give and pay unto the said J. S. S. S. and J. D. the sum of 50*l*. in trust for themselves and the said other creditors of the said W. P. and W. T. as aforesaid: *And whereas* all the said creditors, parties hereto, of the said W. P. and W. T. for and in consideration of such assignment to be made, as aforesaid, of the said debts in the said schedule herein after contained, and of the said bond from the said D. E. and the said mortgage or security from the said B. S. and also of the said 50*l*. to be paid by the said E. P. as aforesaid, have, and every of them hath consented and agreed to accept and take the same, in full recompence and satisfaction for all and every of their several debts and demands whatsoever, to them or any of them due or owing from the said W. P. and W. T. and in consideration thereof absolutely to release and acquit the said W. P. and W. T. of and from all such debts and demands in such manner as is herein after mentioned: *Now this Indenture witnesseth*, That in pursuance of the said agreement herein before contained on the part and behalf of the said W. P. and W. T. and in consideration of the sum of 5*s*. a-piece to them the said W. P. and W. T. now in hand paid at and before the sealing and delivery hereof, by the said J. S. and S. S. and J. D. the receipt whereof is hereby acknowledged, they the said W. P. and W. T. *Have*, and each of them *Hath* assigned, transferred and set over, and by these presents *Do* and each of them *Doth* assign, *Ec*. unto the said J. S. S. S. and J. D. (at the nomination, and by and with the consent, direction and appointment, of all the said other creditors, parties hereto, testified by their being parties to, and sealing and executing of these presents.) their executors, administrators and assigns, the several debts due unto the said W. P. and W. T. in the schedule herein after contained, mentioned and comprised, and all other the debts now due and owing to them the said W. P. and W. T. *To have*, hold, receive and take the same, unto the said J. S. S. S. and J. D. their executors, administrators and assigns, to and for the purposes, and upon the trusts herein after particularly specified and declared of and concerning the same. *And* the said W. P. and W. T. for themselves, *Ec*. hereby covenant, *Ec*. to and with the said J. S. S. S. and J. D. their, *Ec*. in manner, *Ec*. that they the said W. P. and W. T. or either of them, have not acquitted, released or otherwise discharged the said debts in the schedule herein after contained and mentioned, nor the said debts due as aforesaid from the said D. E. and B. S. or any of them, or any part of them, or any of them, nor shall or will at any time or times hereafter, receive, release or discharge the same or any of them, or wittingly or willingly disown, discontinue or become nonsuit in any action or suit to be brought or commenced for recovery of them or any of them, without the consent in writing under the hands of the said J. S. S. S. and J. D. or some or one of them first had and obtained; *But* will at all times hereafter do any such further reasonable act or acts as shall be required, for the better enabling the said trustees to recover and receive the said debts. *And this Indenture further witnesseth*, That for and in pursuance and performance of the said agreement herein before mentioned or contained, on the part or behalf of the said E. P. R. T. and J. T. to be performed, the said E. P. by and with the direction and approbation of the said R. T. and J. T. testified by their being

being parties to, and sealing and executing of these presents, and also the said *R. T.* and *J. T.* and also the said *W. P.* and *W. T.* by and with the direction and approbation of the said *E. P. R. T.* and *J. T.* testified as aforesaid, *Have*, and each and every of them *Hath* granted, transferred, assigned and set over, and by, *Ec.* *Do* and each and every of them *Doth* grant, *Ec.* unto the said *J. S. S. S.* and *J. D.* (at the like nomination, and by and with the like consent and approbation of the said other creditors, parties hereto, testified as aforesaid,) their executors, administrators and assigns, *The* said obligation or writing obligatory from the said *D. E.* to the said *W. P.* and *W. T.* and all the benefit, commodity, sum and sums of money that may or can be obtained, gotten or received, by reason or means of the same obligation. *And this Indenture also witnesseth* That for the considerations aforesaid, and for and in consideration of the sum of 5*s.* 2-piece to the said *E. P. R. T.* and *J. T.* in hand paid by the said *J. S. S. S.* and *J. D.* the receipt, *Ec.* and for divers other, *Ec.* the said *E. P.* by and with the like direction and approbation of the said *R. T.* and *J. T.* testified as aforesaid, and also the said *R. T.* and *J. T.* *Have* and each and every of them *Hath* granted, *Ec.* and by, *Ec.* *Do* and each and every of them *Doth* grant, *Ec.* unto the said *J. S. S.* and *J. D.* at the like nomination, and by and with the like consent and approbation of the said other creditors, parties hereto, testified as aforesaid, their executors, administrators and assigns, all that the aforesaid one full sixth part or share of and in the aforementioned annuity of 7*l.* *per annum*, and the issues and profits thereof, and all the estate, *Ec.* of, in, to or out of the same annuity, for and during all the rest, residue and remainder of the term now to come, and unexpired of and in the said annuity: *And also* all that one full ninth part of a fifth part of the said houses, *Ec.* at *W.* aforesaid, and all other the lands, *Ec.* whatsoever granted or devised, demised in and by the said indenture, dated, *Ec.* with their, *Ec.* and all the estate, *Ec.* of them the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, of, in, *Ec.* and also all and every sum and sums of money, due or to grow due by virtue or means of the same indenture, together with the same indenture; *To have and to hold*, the same messuages, lands, *Ec.* unto the said *J. S. S. S.* and *J. D.* their, *Ec.* for and during all the residue and remainder of the said term of 500 years therein now to come and unexpired, in as large, ample and beneficial manner and form to all intents and purposes, as they the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, might, could, should or ought to have had, held or enjoyed the same; *Subject nevertheless* to the power or equity of redemption of the same premisses by the said *B. S.* his heirs, executors, administrators or assigns; *And* the said *E. P. R. T. J. T.* do by these presents for themselves severally, and for their several and respective executors and administrators, and not jointly nor one of them for the other of them, nor for the executors or administrators of the other of them, covenant, *Ec.* to and with the said *J. S.* and *S. S.* and *J. D.* their, *Ec.* that they the said *E. P. R. T.* and *J. T.* or any of them, have not, nor hath received the money due on the bond herein before mentioned to be given and executed by the aforesaid *D. E.* or any part thereof, nor otherwise released or discharged the same bond, nor have not, nor hath received the said sum of 108*l.* 10*s.* herein before mentioned to be due from the said *B. S.* or any part thereof, or any interest for the same, nor have no, nor hath made any former or other grant, bargain, sale or assignment

Assignment of the bond by the creditors to whom the same was before assigned to the trustees herein, and of the annuity. and of the premisses demised. *Habendum.* Subject, *Ec.* The said creditors for themselves severally and not jointly covenant with the trustees that they have not received the money on the bond, nor released the same, nor made any other assign

ment of the
said messuages,
&c.

Co-partners
make the
trustees their
attornies to
receive debts
in the schedule
and security
aforesaid, &c.

For the uses
hereafter
mentioned.
E. P. cove-
nants to pay
said 50l. upon
the trusts.
Declaration
of the trust.

(after deduct-
ing expenses)

to be divided
amongst all
the creditors
in proportion
to their re-
spective debts
without any
preference.

assignment of the said messuages, &c. herein before assigned, or any part thereof, nor done, or wittingly or willingly suffered to be done any act, &c. whereby or wherewith the same messuages, &c. is, are or may be any ways impeached, charged or incumbered in title, charge, estate, or otherwise howsoever; And the said W. P. and W. T. do hereby make, constitute and ordain the said J. S. and S. S. and J. D. their true and lawful attorney and attornies irrevocable jointly and severally, and do give and grant unto them full power and authority in the names of the said W. P. and W. T. or either of them, and in their place and stead to demand and receive all or any the several sums of money in the schedule herein after contained mentioned, and also all money due and to grow due on the security herein before mentioned from the said D. E. and B. S. respectively, and to sue for and recover in any court or courts of law or equity, and before any judge or judges whatsoever, the same several sums of money; and also to release, acquit and discharge the same, and to do, and to cause to be done, all and every act, matter and thing, for the recovering, obtaining and getting in, compounding, releasing and discharging the same, or any of them, which they the said W. P. and W. T. or either of them, in their own persons or person, may or might do or cause to be done, and also to detain and keep all such money so to be received, to and for the uses, and upon the trust herein after mentioned, of and concerning the same; And the said E. P. for himself, &c. doth hereby covenant, &c. to and with the said J. S. S. S. and J. D. their, &c. that he the said E. P. his heirs, &c. shall and will, within two kalendar months from the day of the date hereof, well and truly pay, or cause to be paid unto the said J. S. S. S. and J. D. their, &c. the sum of 50l. of, &c. to and for the uses, and upon the trusts herein after mentioned, of and concerning the same. *Provided always, and it is hereby declared and fully agreed by, and between all the said parties to these presents, to be the true intent and meaning of them and of these presents, that the assignment of the debts in the schedule herein after contained mentioned, and also the said assignment herein before contained of the said bond from the said D. E. and also the said assignment herein before contained of the said sixth part of the said annuity, and of the said mortgage of the said messuages, &c. at W. aforesaid, so made as aforesaid, and the said 50l. herein before covenanted to be paid by the said E. P. is so to be paid unto the said J. S. S. S. and J. D. their executors, administrators and assigns, In trust that they do and shall (after deducting and retaining to themselves all such costs, charges and expences, which they, or any of them, shall sustain or be put unto, in or about the execution of the trust hereby in them reposed) divide and pay all such monies, as they, or any of them shall receive, by and out of the said debts in the said schedule mentioned, and of the said debts so due as aforesaid from the said D. E. and B. S. respectively, and of the said 50l. so to be paid by the said E. P. as aforesaid, unto and amongst themselves, and all the said other creditors of the said W. P. and W. T. parties hereunto, in proportion to their several and respective debts to them due and owing respectively, without preferring one of the said creditors before the other of them, for or in respect, or by reason that his or their debt or debts, is or are of an higher nature in the law than the other of them, but equally and proportionably, according to their respective debts due and owing to all the said creditors, parties hereunto respectively, and not otherwise; And this Indenture further witnesseth, That*

as well the said J. S. S. S. and J. D. as all other the creditors (parties hereto) of the said W. P. and W. T. in consideration of the premises, and in pursuance of the said recited agreement on their parts *Do* All the creditors covenant to execute releases, and each and every of them *Doth* by these presents, for him and themselves severally and respectively, and for his and their several executors, administrators, partners and assigns, and not jointly, nor one of them for any other of them, nor for the acts or deeds of the other of them, or of the executors, administrators, partners or assigns of the other of them, covenant, &c. to and with the said W. P. and W. T. their, &c. that immediately after the execution of these presents by all the said parties hereunto, they the said creditors, parties hereunto, and each and every of them, shall and will give, execute and deliver unto the said W. P. and W. T. their executors and administrators, one or more good and sufficient release or releases in the law, of all debts, dues and demands whatsoever, due and owing to them, or any of them, from the said W. P. and W. T. from the beginning of the world to the day of the date of these presents; *And also* shall and will deliver up to the said W. P. and W. T. to be cancelled, all and all manner of bills, bonds, notes, and other securities for money by them, or either of them, heretofore given or executed to the said creditors or any of them, and in default of such release or releases being executed by any of the said creditors as aforesaid, these presents are and shall instead thereof be construed, deemed and taken to be, and is and are hereby declared to be a full and absolute release and bar in law to each and every of the said creditors, of and from all demands whatsoever against the said W. P. and W. T. their executors and administrators, to the day of the date of these presents; *And* the said J. S. S. S. and J. D. do for themselves severally and not jointly, and for their several executors, &c. covenant, &c. to and with the rest of the creditors of the said W. P. and W. T. parties hereto, and to and with the said W. P. and W. T. and their respective executors and administrators, and every of them by these presents, that they the said J. S. S. S. and J. D. or one of them, shall and will, as soon as conveniently may be, use his and their best means and endeavours to get in and receive the several debts and sums of money in the said schedule mentioned and comprised; *And* the monies or other satisfaction arising by receipt of such debts, and by receipt of several sums of money due from the said D. E. and B. S. respectively, and of the said 50l. from the said E. P. shall and will well and truly pay and divide unto and amongst themselves, and all and every other the creditors of the said W. P. and W. T. parties hereto, in equal proportion to the several debts to them severally and respectively due and owing from the said W. P. and W. T. (after deducting and retaining of all costs, charges and expences by them the said J. S. S. S. and J. D. to be paid or sustained in and about the premises, by virtue or means of the trust hereby in them reposed;) *And* all the said creditors (parties hereto) of the said W. P. and W. T. other than the said J. S. S. S. and J. D. *Do* hereby for themselves severally and not jointly, and for their several and not joint executors, &c. covenant, &c. to and with the said J. S. S. S. and J. D. their, &c. by, &c. that they the said creditors (parties hereto,) other than the said J. S. S. S. and J. D. shall and will proportionably and with respect had to the several sums of money to the said creditors respectively due from the said W. P. and W. T. save harmless and keep indemnified the said J. S. S. S. and J. D. and their executors and administrators, of and from all action and actions, suits,

All the creditor (except the trustees) covenant to indemnify them from actions, &c.

and shall deliver up to the trustees all bills, bonds, notes, &c. to be cancelled; and in default of executing releases, these presents to be a release. The trustees covenant to endeavour to get in the debts, &c. and divide the money, &c.

suits, damages, costs and expences which shall arise or happen to them, or either or any of them, by reason or means of their, or any or either of their intermeddling or lawful executing the trust aforesaid. *Provided always*, and it is hereby fully concluded and agreed upon by and between all the said parties to these presents, that the said trustees J. S. S. S. and J. D. their executors or administrators, shall and may, and are hereby declared to be at liberty to make composition or compositions with any debtor or debtors of the said W. P. and W. T. for any of the debts in the said schedule of debts hereunder written mentioned, and with the said D. E. and B. S. as they shall see convenient; and that the said trustees, or any of them, shall not be answerable for any more than they respectively shall actually receive, or shall come to their hands by virtue and in pursuance of the trust aforesaid; and that neither of the said trustees, shall be any ways chargeable with or answerable for any act, deed, receipt or payments of the other of them, but for his and their own acts only. *Provided also*, That if all and every the parties to these present indentures, or any one of them, shall not within two months from the day of the date hereof, duly seal and execute the same, then and in such case these presents, and all and every the covenants, clauses, provisos, conditions and agreements herein contained, shall cease, determine and be utterly void and of none effect, as if these presents had never been made; any thing therein contained to the contrary thereof in any wise notwithstanding.

Power for trustees to compound debts, not to be answerable for each other. Proviso to make this Deed void if all the parties do not execute.

An Assignment by a Widow, and Executrix, of the Equity of Redemption of the mortgaged Premises mentioned in one Schedule annexed, of Household Goods in a second Schedule annexed, and of the Debts owing to the Testator to three of the Testator's Creditors, on Behalf of themselves and the other Creditors; in Consideration whereof she is allowed the Use of Goods and Liberty of purchasing them, and her Husband's Stock in Trade, and is to be paid some Money, &c. and released from his Debts.

Parties,
A widow and executrix and three creditors on behalf of all the creditors.

Recitals.
The testator intitled to equity of redemption of premises in a schedule, and other personal estate in other schedules. Testator's debts on bonds,

THIS INDENTURE QUADRIpartite, Between M. H. of, &c. (widow, relict and sole executrix of the last will and testament of W. H. of the same place, her late husband deceased) of the first part, S. M. of, &c. (brother of the said M. H.) of the second part, L. B. of, &c. J. C. of, &c. and W. T. of, &c. (three of the creditors of the said W. H. on behalf of themselves and of all other the creditors of the said W. H. and also trustees, nominated and appointed by the other creditors, parties thereto, for the intents and purposes herein after mentioned) of the third part, and the several other creditors of the said W. H. who have hereunto subscribed and set their hands and seals, of the fourth part. *Whereas* the said W. H. is lately dead, being at the time of his death intitled to the equity of redemption of, in and to the three leasehold pieces of ground, messuages or tenements, erections, buildings or premisses now in mortgage to several persons, the particulars whereof are mentioned or set forth in a schedule hereunder written, intituled, The first schedule: *And* he the said W. H. the testator, at the time of his death was also possessed of, interested in, and intituled unto a considerable other personal estate, consisting of (besides his stock in trade and other things) several pieces of plate, household

household goods and furniture, and of several debts or sums of money then due to him, and now to his estate, and which are also particularly mentioned and set forth in the two other schedules hereunder written, intituled, The second schedule and the third schedule: *And whereas* there is a bond debt of 500*l.* principal money now due and owing unto the said S. B. from the estate of the said W. H. and also another debt of 100*l.* principal money due from his estate, secured by his bond to — of, &c. and for which — of, &c. stands bound with him the said W. H. as his security for payment thereof, both which said bonds and interest are hereby agreed shall be paid in such manner as therein after mentioned: *And whereas* the said testator at the time of his death was justly indebted in several other debts by simple contracts unto the said S. B. J. C. and W. T. and to his said several other creditors, parties hereto, some of which debts on simple contract were by reason of running and mutual accounts between the said testator and some of his creditors for goods by him and them delivered to each other, and also for work by him and them done to and for each other and on other accounts, which cannot at present be adjusted and settled; therefore it has been, and is hereby agreed between all the said parties hereto, that all the said accounts now so unsettled and pending between the said testator and his said creditors touching the said debts by simple contract, shall be by him the said S. M. and the said T. B. J. C. and W. T. forthwith adjusted, determined and finally settled, and that the balance due to every such creditor upon settling such account, and also the debts due to the said other creditors, parties hereto, whose accounts are now adjusted and not to be settled, shall be paid to them respectively in such manner as herein after is mentioned and expressed; *And whereas* the said M. H. as sole executrix of the last will and testament of the said W. H. being now entitled to the equity of redemption of the said mortgaged premises mentioned and comprised in the said first schedule hereunder written, and also possessed of, interested in, and intituled unto the said several other premises mentioned and comprised in the said second and third schedules hereunder written; and she the said M. H. to prevent all disputes, actions, suits and charges touching payment of the said testator's debts, and being willing and desirous that all the said testator's creditors should be paid their several and respective debts, as far as the said several premises comprised in the said three schedules will extend to pay and satisfy them, she the said M. H. (at the request of the said creditors, parties hereto,) hath agreed to assign all and singular the said several premises comprised in the said three schedules unto them the said S. B. J. C. and W. T. Nevertheless to, for and upon the several trusts, intents and purposes, and Subject to the provisions herein after mentioned, expressed and declared of and concerning the same; *In Consideration* whereof they the said creditors, parties to these presents, have agreed to take and accept of such assignment of the said several premises in full satisfaction and discharge of all such debts as are now due to them respectively, and to give unto the said M. H. a general release and discharge for the same, in such manner as herein after is also mentioned and expressed: *And whereas* the said M. H. intends to follow and carry on her said late husband's trade and business for the future support of herself and family, they the said creditors, parties hereto, for that end and purpose, and in consideration of an assignment by her the said M. H. herein after made of her said late

and on simple contracts.

Mutual accounts agreed to be settled.

The executrix intituled, &c. has agreed to assign premises.

Creditors thereon to give her a release;

and to allow and pay her money to carry on business,

and allow her
stock in trade,
&c.

Consideration.

Assignment.

Of equity of
redemption.

Of testator's
household
goods, except,
&c. and debts
due to his
estate.

late husband's estate and effects in the said three schedules mentioned, have mutually agreed and consented that the sum of — by her received out of his estate since his death, and also the further sum of — making together the sum of 120*l.* when received out of his estate herein after assigned, shall be by the said trustee-creditors in the first place paid to the said *M. H.* and also that she the said *M. H.* shall have the stock in trade of her said late husband (now valued at the sum of 87*l.* 19*s.* 3*d.* together with the use of all his plate, household goods and furniture, for her use and benefit during the space of two years, to be computed from — for the end and purpose aforesaid;) for the consideration whereof, and for securing payment of the said several sums of 120*l.* and 87*l.* 19*s.* 3*d.* and delivery of the said goods, she the said *M. H.* by her bond or obligation bearing even date with, and executed immediately before these presents, is, and stands bound unto the said three trustee-creditors in the sum of — conditioned to pay to the said trustee-creditors the said sum of 120*l.* and the said sum of 87*l.* 19*s.* 3*d.* for which the said stock is so valued as aforesaid, and also delivering to them the said household goods and furniture at the end of the said two years, in trust to be then divided amongst the said creditors executing these presents, and proportionably in such manner as his the said testator's other estate herein after assigned is to be shared: *Now this Indenture witnesseth*, that the said *M. H.* in pursuance and performance of her part of the said recited agreement, and for the intent and purpose aforesaid, and also in consideration of the said sum of 120*l.* so by her received, and to be paid to her as aforesaid, and also of having the said stock for her own use and the use of the said goods, for the end and purpose aforesaid, and also for and in consideration of the sum of 5*s.* of, &c. to her in hand paid by the said *S. B. J. C.* and *W. T.* before the executing of these presents, the receipt, &c. and for divers, &c. *Have* bargained, sold, assigned, transferred and set over, and by these presents she the said *M. H.* (at the request, and by and with the consent, direction, nomination and appointment of the said other creditors of the said *W. H.* parties hereto, testified by their signing and sealing of these presents) *Doth* bargain, &c. unto the said *S. B. J. C.* and *W. T.* their executors, administrators and assigns, *As well* all and every the several pieces of ground, and the several messuages, &c. thereon erected and built, and all and singular other the premises demised and assigned in and by the several indentures of lease, and indentures of assignment or mortgage thereof, and which are particularly mentioned and set forth in the said first schedule hereunder written, with their and every of their appurtenances; *As also* all and every the said pieces of plate, household goods and furniture, which are particularly mentioned and set forth in the said second schedule hereunder written; *Save and except* unto the said *M. H.* the use of the said plate, household goods and furniture during the space of two years as aforesaid; *As likewise* all and every the several debts and sums of money now due to the estate late of the said *W. H.* and which are particularly mentioned and set forth in the said third schedule hereunder written, *And* all the estate, right, title, interest, term and terms of years to come and unexpired, yearly rents and profits, reversion, equity and benefit of redemption, trust, benefit, advantage, property, claim and demand whatsoever, both at law and in equity, of her the said *M. H.* or of any person or persons in trust for her, of, in and to the said hereby

by assigned mortgaged premises in the said first schedule mentioned and comprised, *And also* of, in and to the said hereby assigned pieces of plate, household goods and furniture, (*Save and except* as aforesaid) debts and sums of money and premises in the said second and third schedules mentioned and comprised, and of, in and to every part and parcel of the said several premises by virtue of the said *W. H.* or otherwise howsoever; *To have and to hold* the said hereby assigned several pieces of ground, messuages or tenements, erections, buildings, and all and singular the said mortgaged premises mentioned and comprised in the said first schedule, with their and every of their appurtenances, unto the said *S. B. J. C.* and *W. T.* their, &c. from henceforth, for and during all the rest and residue of the several terms of years by the original indentures of lease thereof respectively granted, which are now to come and unexpired, freed, acquitted, released, exonerated, and for ever discharged of and from all right, equity, benefit and redemption whatsoever of her the said *M. H.* her executors or administrators, of, in and to the same premises: *Subject nevertheless* to the several ground-rents, covenants, conditions and agreements in the said several indentures of lease respectively revised and contained, and which from henceforth on the lessees or assignees part to be paid, done and performed; *And also subject* to the payment to the several mortgagees of the same premises in the said first schedule named, of all and every the principal sums of money therein mentioned to be to them now respectively due and owing, and also of all interest monies now due and from henceforth to become due to them respectively for the same, and so subject in manner as aforesaid; then to, for and *Upon the several trusts, intents and purposes* herein after mentioned, expressed and declared, of, and concerning the same premises; *And to have, bold, receive, take, and enjoy* the said hereby assigned pieces of plate, household goods and furniture in the said second schedule mentioned, (*Save and except* during the said time aforesaid) and also the said debts or sums of money and premises mentioned, set forth and comprised in the said third schedule hereunder written, unto them the said *S. B. J. C.* and *W. T.* their executors, administrators and assigns, from henceforth for ever; *Nevertheless* to, for and *upon the several trusts, intents and purposes* herein after also mentioned, expressed and declared, of, in, and concerning the same premises: *And* for the better and more effectual enabling them the said *S. B. J. C.* and *W. T.* the said trustee-creditors, to recover and receive all and singular the said hereby assigned debts, monies and premises mentioned, set forth, and comprised in the said third schedule hereunder written; *Nevertheless upon the several Trusts* herein after mentioned and expressed, she the said *M. H.* *Hath*, and by these presents *Doth* make, &c. the said *S. B. J. C.* and *W. T.* (*three trustee-creditors*,) her true and lawful attornies irrevocable, jointly or severally in the name of her the said *M. H.* or otherwise, to ask, &c. of and from all and every the several persons in the said third schedule named, the several sums of money therein mentioned to be by them respectively due and owing to the said *W. H.* deceased; and upon non-payment thereof, or any part thereof, to commence, sue, and prosecute to effect any action, &c. for the obtaining, &c. and to make any composition for the same, or any part thereof, and upon payment of, &c. the said hereby assigned debts and monies, or any part thereof, to give proper and sufficient releases, &c. or any part thereof; *And she*

and household goods.

Habendum of things in the first schedule, viz. equity of redemption,

subject to the mortgages, &c.

2d schedule, Except, &c.

Letter of attorney to receive the debts in the 3d schedule,

the

and for selling
the said equity
of redemption
and household
goods.
Subject, &c.

Covenant that
the debts in
the 3d schedule
are now due.

That she shall
not receive,
nor release
the same, &c.

Further as-
surance.

the said *M. H.* doth hereby further authorize, enable and empower the said trustee-creditors, and the survivors and survivor of them, his executors and assigns, to make, do and execute all and every such further lawful act and acts, deed and things whatsoever, as shall be needful, and requisite, as well for the recovering and receiving, as also for the releasing, compounding, and discharging of all or any the herein before mentioned and hereby assigned debts and monies in the said third schedule mentioned and comprised; *As likewise* for the absolute selling and disposing of the equity of redemption of all and singular the said mortgaged premises in the said first schedule mentioned and comprised, and also of the said pieces of plate, household goods and furniture in the said second schedule also mentioned and comprised, from and after the expiration of the said two years, as aforesaid; *Subject nevertheless* to her the said *M. H.* purchasing the same if she thinks fit; and that as fully, amply, effectually and absolutely, to all intents, constructions and purposes whatsoever, as if the said *M. H.* her executors or administrators, had been personally present, and actually transacted, executed or done the same: *And finally*, she the said *M. H.* doth hereby give and grant unto the said trustee-creditors, and their assigns, her full and whole power in all and singular the before mentioned premises. *And* doth hereby establish, ratify, allow and confirm all and every such legal acts and things as they the said trustee-creditors, any, or either of them, shall do or cause to be done by virtue and in pursuance of the power to them herein before given; *Nevertheless* to, for and upon the several trusts, intents and purposes herein after mentioned, expressed and declared, of and concerning the same. *And* the said *M. H.* for herself, her executors and administrators, doth hereby covenant, promise and agree, to and with the said *S. B. J. C.* and *W. T.* the said trustee-creditors, their executors and assigns, in manner as follows, that is to say, That all and every the debts and sums of money in the said third schedule mentioned and set forth to be due and owing to the said *W. H.* according to the best of her knowledge and belief, are now due and owing from the several persons therein named, to the estate late of the said *W. H.* and that she the said *M. H.* hath not received the said debts, any or either of them, or any part or parts thereof, save and except the said sum of — as aforesaid; *And* that she, or her executors and administrators, shall not, nor will at any time hereafter, receive the same, or any of them, nor shall or will release or discharge the power and authority hereby given for receiving the same, nor release, disavow, discontinue or discharge any action or suit, that shall or may be brought or commenced in her or their names by the said trustee-creditors, for the recovering of the said debts or sums of money or any of them, unless it be at the request and by the direction of the said trustee-creditors, or the major part of them; *And further*, that the said *M. H.* her, &c. shall and will at all times hereafter, at the request, costs and charges of the said trustee-creditors, make, &c. and every such other and further lawful and reasonable act, &c. as well for the corroboration and strengthening of these presents, as for the further, better, more perfect, and absolute assigning, assuring, and confirming of all and singular the said several and respective hereby assigned premises, unto them the said trustee-creditors, their executors and assigns: *Nevertheless* to, for, and *Upon the several trusts, intents and purposes herein after mentioned, expressed and declared, of, and*

concerning

concerning the same respectively, as by the said trustee-creditors, their, &c. (or their counsel, &c.) *And this Indenture further witnesseth*, that they the said S. B. J. C. and W. T. and all other the said creditors of the said W. H. executing these presents, (in pursuance and part of performance of their said recited agreement, and in consideration of the assignment herein before made by her the said M. H. of the said several and respective premises, to, for and upon the several trusts, intents and purposes, herein after mentioned, expressed and declared, and for other good and valuable causes, &c.) *Do* hereby consent and agree that she the said M. H. shall have her said late husband's stock in trade, so valued as aforesaid, to and for her own use, benefit and disposal, for the purpose aforesaid; and also that she the said M. H. for the said space of two years, shall have the use of the said plate, household goods and furniture, in the said second schedule mentioned; so as she make no embezzlement or wilful waste of the same, with liberty for her, at the end of the said two years, to purchase the same if she then thinks fit; *And also*, that they the said trustee-creditors, out of the first monies to be paid by them received out of the said hereby assigned other trust-estate, shall pay to her the said M. H. the said sum of — £ for the purpose aforesaid; *And also* they the said creditors executing these presents, and each and every of them, for him and herself, severally and not jointly, nor the one for the other, and for his, her and their own respective executors and administrators, do hereby accept and take the assignment herein before made of the said several premises to the said trustee-creditors, upon the trusts herein after mentioned and expressed, in full satisfaction and discharge of their several and respective debts now due and owing to them from the estate of the said W. H. and also from her the said M. H. as executrix of the said W. H. in respect thereof; *And also* they the said creditors, parties to, and executing these presents, further, (in pursuance and full performance of their part of the said recited agreement, and for the considerations aforesaid,) *Have*, and each and every of them hath remised, released, discharged, and for ever quit-claimed, and by these presents they the said creditors, for themselves severally and respectively, and for their several and respective executors and administrators, *Do*, and each and every of them *Doth* remise, &c. unto the said M. H. her executors and administrators, and all others the representatives of the said W. H. *All* and every the several and respective debts as are now due and owing to each and every of the said creditors executing these presents, from the said W. H. or his estate, or the said M. H. as his executrix, in respect thereof: *And also* of and from all manner of action and actions, suit and suits, cause and causes of action and suit, both at law and in equity, or otherwise howsoever, which they the said creditors executing these presents, any or either of them now have, ever had, or which they, any or either of them, their, or either of their executors or administrators at any time hereafter, can, shall or may have, claim, challenge or demand against the said M. H. as executrix of the said W. H. and all other the representatives of the said W. H. by reason or on account of the said several debts so now respectively due to the said creditors executing these presents, or for, by reason, or on account of any other matter, cause, or thing whatsoever touching the same, to the day of the date of these presents. *And it is hereby expressly agreed and declared*, by and between all and every the parties

In consideration whereof the creditors consent, that the widow shall have her husband's stock in trade, and use of household goods for two years, with liberty to purchase the same, and pay her money.

And they covenant to accept her said assignment in satisfaction of her husband's debts.

Release of the same.

Declaration of the trusts of the premises assigned.

1. Upon trust to sell the equity of redemption,

and household goods, unless the widow purchases them.

Agreement trustee-creditors receipts shall be good.

2. After sale, the money to be deposited with a banker, and the debts received, &c.

Subject, &c.

to these presents, and the true intent and meaning of them and of these presents is, and are, that the assignment herein before made to them the said trustee-creditors, Of the equity of redemption of the said messuages or tenements, and other the mortgaged premises in the said first schedule mentioned, *And also* of the said pieces of plate, household goods and furniture in the said second schedule mentioned, *And also* of the said debts and monies in the said third schedule mentioned, were, and are to them the said trustee-creditors so made, to, for, and upon the several trusts, intents and purposes, and under and subject to the several provisos and agreements herein after mentioned, expressed and declared, of and concerning the same respectively, that is to say, *Upon trust*, that they the said trustee-creditors, or the major part of them, and the survivors and survivor of them, his executors, administrators or assigns, shall, as soon as conveniently can or may be, by one or more sale or sales, absolutely sell and dispose of the equity of redemption of all and singular the said messuages or tenements, and other the said mortgaged premises in the said first schedule mentioned and comprised, with their and every of their appurtenances, and also from and after the end of the said two years, absolutely sell and dispose of the said pieces of plate, household goods and furniture, in the said second schedule mentioned, at the best price, and for the most monies that can be had, made, and got for the same several and respective premises: *Provided*, and it is hereby agreed and declared, that in case the said M. H. at the end of two years shall have a mind to purchase the said plate, household goods and furniture, at the price the same shall then be appraised and valued at; then and in such case she the said M. H. on payment of the sum of money for which the same shall be so valued unto the said trustee-creditors, shall have the preference of purchasing the same before any other person whomsoever; *And* to the end and intent that the purchaser or purchasers of the said several and respective premises, shall have a clear and absolute title to the said several premises, freed and discharged of and from the several trusts herein after expressed and declared touching the same; it is hereby agreed and declared that the receipts to be given to such purchasers by the said trustee-creditors, or the major part of them, for the said purchase-money, shall be a good and sufficient discharge, both in law and equity, to such purchaser or purchasers for the same, notwithstanding any misapplication thereof: *And upon this further trust*, That they the trustee-creditors, and survivors and survivor of them, his executors, administrators or assigns, immediately after such sale or sales made of the said several and respective premises, or any part or parts thereof, in manner as aforesaid, shall and do pay, or cause to be paid and deposited into the hands of Mr. A. D. banker, of, &c. and in their own names, as well all and every the said sum and sums of money to be by them received for the sale of the said several mortgaged premises, as also all and every the said thereby assigned debts and sums of money, as also the several sums of 120*l.* and 87*l.* 19*s.* 3*d.* secured to the said trustee-creditors by the bonds of the said M. H. aforesaid, as likewise the monies to arise by the sale of the said plate, household goods and furniture, at the end of the said two years, when, and as the said several sums of money shall be so paid to, or be by them the said trustee-creditors got in and received; (*Subject nevertheless* to the said trustee-creditors, paying out of the said monies to the said M. H. in the first

first place the said sum of — / for the purpose aforesaid, and in the next place to their deducting and retaining out of the said monies so to be by them received as aforesaid, all such costs, charges, expences and damages, as they, any or either of them shall necessarily pay, expend, sustain or be put unto, as well touching the sale of the said several premisses, as also for the recovering and receiving of the said hereby assigned debts and monies, as likewise of all charges and expences whatsoever, touching or concerning the preparing and making this present assignment or conveyance of the said premisses, and which they the said trustee-creditors are hereby enabled and empowered, in the first place to deduct and retain out of the said money, before such depositing thereof, as aforesaid :) *And it is hereby agreed and declared,* by and between all the parties hereunto, and the true intent and meaning of them and of these presents is, that all and singular the said several sums of money so to be deposited in the hands of the said Mr. A. D. as aforesaid, shall be paid and applied by the said trustee-creditors, (*Subject nevertheless*, in manner as aforesaid) to, for and upon the several trusts, intents and purposes, herein after mentioned, expressed and declared, of and concerning the same, that is to say, *Upon* ^{3. To pay the bond-creditors.} *that* that they the said trustee-creditors shall and do, in the first place, thereout pay to them the said S. B. and — the said several sums of 500*l.* and 100*l.* so secured to them respectively by bond, as aforesaid, together with all interest monies now due and to grow due for the same; *And* from and after the payment thereof, and subject thereunto, then, as to the residue of the said monies so to be deposited in the hands of the said A. D. in manner as aforesaid, the same shall remain in his hands until such time as a dividend shall be made thereof, to the said S. B. and —, and the said other creditors, parties hereto, for payment of their debts by simple contract, in such proportions and manner as herein after is mentioned and expressed of and concerning the same; *And* in regard that the herein before recited and mentioned mutual running accounts now pending between the said M. H. as executrix of the said W. H. and several of the creditors of the said W. H. parties hereto, have not as yet been adjusted and settled: therefore, *It is hereby agreed and declared,* by and between all and every the said parties to these presents, that all and every the said running accounts ^{Running accounts unsettled to be settled.} so now pending, as aforesaid, shall within the space of — now next ensuing be finally adjusted, settled and determined by the said M. H. and the said S. M. or some other person on her behalf, and by one or more of the said creditors executing these presents, who shall not be concerned in such running account, and who shall be chosen by the major part of the said other creditors, parties hereto; *And further,* That ^{Balance to be paid.} upon the adjusting and settling of every such account, the balance thereof then appearing due to every such mutual creditors so accounting with the said M. H. shall be paid to them respectively with the said other creditors, in proportion to their several debts by simple contract, out of the residue of the said monies so to be paid and deposited in the hands of the said Mr. A. D. as aforesaid, in such manner as herein after is mentioned and expressed: *And it is hereby further agreed and declared,* by and ^{Agreement that if some of the creditors do not accept of the} between all and every the said creditors, parties to and executing these presents, that in case any of the said creditors of the said W. H. who shall not execute these presents, and accept of the assignment hereby made by the said M. H. of the said monies and premisses for their benefit

said assign-
ment, &c.
or bring ac-
tions, &c.
the trustee-
creditors to
pay them ;

the widow
being dis-
charged
therefrom.

Monies de-
posited with
the banker
(after deduc-
tions,)

shall be paid
to the credi-
tors execu-
ting hereof,
in full of
their debts.

nefit and the benefit of the said other creditors who shall claim and bring any action, either against the said *M. H.* or the said trustee-creditors, within the space of ———— now next ensuing, for any debt or sum of money whatsoever, which shall be justly due to him her or them, then and in such case, (but not otherwise) they the said trustee-creditors or the major part of them, shall have full power, and they are hereby enabled and empowered to pay all and every such debts, so justly due to such creditor or creditors so claiming or commencing such action for the same, as aforesaid, out of the said trust-monies so to be deposited in the hands of the said *A. D.* as aforesaid ; *It being hereby expressly agreed,* intended and declared by all the said creditors, parties to and executing these presents, that the said *M. H.* shall from thenceforth be exempted and discharged of and from all and every such debt and debts, and that she or her executors or administrators, or her or their estates, shall not be subject or liable to pay the same ; and that all and every such debt or debts so claimed by any other creditor and creditors not executing these presents, shall be by the said trustee-creditors paid in manner as aforesaid, by and out of the trust monies so intended to be vested in them for the purposes aforesaid ; any thing herein contained to the contrary thereof in any wise notwithstanding. *And it is hereby further expressed, agreed and declared,* by and between all and every the said creditors, parties to and executing these presents, and their true intent and meaning is, that all and every the said sum of money so to be deposited in the hands of the said Mr. *A. D.* in trust as aforesaid (subject nevertheless to the payment of the said sum of ——— to the said *M. H.* for the purpose aforesaid, and also to the payment of the said principal sums of 500*l.* and 100*l.* with the interest thereof so secured to the said *S. B.* and ——— as aforesaid, and also to a deduction thereout to the said trustee-creditors, of all their charges, expences and damages, touching the execution and performances of the several trusts hereby vested in them, in manner as aforesaid, and also of all such debts as shall be justly due and actually paid by the said trustee-creditors to such other creditors so claiming or bringing such action for the same as aforesaid) shall be paid and retained by them the said trustee-creditors to themselves and to all and every the said other creditors, parties to and executing these presents, at such time or times as they the same creditors, or the major part of them, shall for that purpose mutually agree and appoint, and that the same shall be paid to them respectively in full of their several debts, as upon their several oaths shall then appear to be respectively due to them upon simple contract, in case the same shall be sufficient for that purpose ; but in case the same shall not be sufficient for so doing, then and in such case the same shall be paid to them the said creditors executing these presents, in equal proportions, rateably and proportionably, according to the quantity of their several and respective debts upon simple contract, which upon their several oaths shall appear to be due and owing to them respectively, as far as the same will extend to pay and satisfy ; *And in case it should happen,* that after payment of the said creditors executing these presents, out of the said deposited trust-monies, their full and respective debts, there shall be any surplus of the said monies so to be deposited as aforesaid, then and in such case the said surplus-monies shall be by them the said trustee-creditors paid to and for the only use and benefit of the said *M. H.* her executors, administrators and assigns, and to, for and upon

upon no other trust, use, intent or purpose whatsoever; And each of them the said trustee-creditors, the said S. B. J. C. and W. T. for themselves, and for their several and respective executors and administrators, do hereby covenant, promise and agree, to and with each and every of them the said other creditors of the said W. H. executing these presents, their respective executors, administrators and assigns, that they the said trustee-creditors, some or one of them, shall and will upon receipt of the said money arising by sale of the said respective hereby assigned premises, when and as the same shall be to them, or any of them, so paid as aforesaid, immediately after receipt thereof, deposit and pay the same into the hands of the said Mr. A. D. and that the said trustee-creditors (after such deduction and retaining thereout, in manner as aforesaid) shall and will well and truly pay all the residue of the said trust-monies, in such manner, and according to the true intent and meaning of the several trusts herein before mentioned, expressed and declared, of and concerning the same. *Provided always*, and it is hereby mutually agreed and declared by and between all and every the said creditors executing these presents, and their true intent and meaning is, that no one of the same creditors shall be intitled to receive any part of the said deposit-trust money, until such time as every such creditor shall first have made an affidavit, or an affirmation, before one of the masters of the high court of chancery, that his debt upon simple contract is then justly due and owing, and shall then produce and deliver such affidavit to one of the said three trustee-creditors; any thing herein before contained to the contrary thereof notwithstanding. *Provided also, and lastly it is hereby further agreed, intended and declared*, by and between the said creditors, parties to and executing these presents, and the true intent and meaning of them and of these presents is, that it shall and may be lawful for them the said trustee-creditors, the said S. B. J. C. and W. T. in the first place, to deduct and retain out of the said trust-monies and premises so intended to be hereby vested in them as aforesaid, all such costs, charges, damages and expences, as they, any or either of them shall necessarily and actually pay, expend, sustain or be put unto in the execution or management of the several trusts hereby in them reposed; And that they the said trustee-creditors, or any of them, shall not be answerable for any more of the said trust-monies than what shall be by them actually received or come to their hands by virtue of the trusts aforesaid, nor for any loss on account of such depositing the same upon the trusts aforesaid; And that neither of the said trustees shall be any ways chargeable with, accountable or answerable for the act, deed, receipt, payment, neglect or default of the other of them, but each for his own acts, receipts and defaults only; any thing herein contained to the contrary thereof in any wise notwithstanding. *In witness, &c.*

Trustee-creditors covenant to pay monies into the banker's hands,

and after deductions pay same as aforesaid.

All the creditor-covenant that none of them shall receive their debts till affidavit thereof made.

The trustee-creditors to deduct their expences,

and shall not be answerable for more than they receive, &c. nor for each other.

An Assignment by the Executors of a Debtor (one of them his Widow) of the Testator's Personal Estate to Judgment Creditors, upon Trust (after Expenses, &c.) to pay the Costs of the Executors defending Suits (unless on Judgment, &c.) the Residue to go amongst the said Creditors, who are nevertheless to make allowances to the Widow for her future Support and Maintenance.

Recital of judgments recovered on bonds.

THIS INDENTURE TRIPARTITE, &c. Between M. B. of, &c. widow and relict of her late husband J. B. &c. and J. L. of, &c. (executors of the last will and testament of the said J. B. deceased) of the first part, A. C. of, &c. and T. M. of, &c. of the second part, and A. B. of, &c. and J. W. of, &c. J. D. of, &c. of the third part Whereas A. B. hath in this present ——— term in his majesty's court of ——— at Westminster, recovered against the said M. B. and J. L. as executors aforesaid, the sum of 400*l.* debt on a certain bond entered into by the said J. B. deceased, in his life-time to the said T. M. dated, &c. for the penal sum of 400*l.* and thereupon judgment is also obtained and entered up in the said court against the said executors for the said 400*l.* besides costs of suits to be levied of the said goods and chattels of the said deceased as aforesaid: And whereas the said J. D. hath likewise in this present ——— term in his majesty's court of, &c. at Westminster, recovered against the said M. B. and J. L. as executors as aforesaid, the sum of 400*l.* debt on a certain other bond bearing date, &c. entered into by the said J. B. deceased in his life-time to the said A. C. in the like penal sum of 400*l.* and thereupon judgment is likewise obtained and entered up in the said court against the said executors for the said sum of 400*l.* debt, (besides costs of suit) to be levied as aforesaid: And whereas J. W. of London, gent. hath also in this present ——— term, in his majesty's said court of &c. recovered against the said M. B. and J. L. as executors, as aforesaid, the sum of 200*l.* debt on a certain other bond, entered into by the said J. B. deceased, in his life-time, bearing date, &c. to the said J. W. in the like penal sum of 200*l.* and thereupon judgment is obtained and entered up into the said court against the said executors for the said 200*l.* debt, besides costs of suit to be levied as aforesaid: And whereas there is now due for principal and interest on the said several bonds for which such several judgments are, as aforesaid, had and recovered, to the said several creditors, the several sums respectively follows, (that is to say) Unto the said A. B. the sum of 124*l.* 11*s.* 6*d.* unto the said T. M. the sum of 250*l.* 6*s.* and for costs 100*s.* unto the said A. C. the sum of 249*l.* 2*s.* and for costs 100*s.* unto the said J. L. the sum of 124*l.* 5*s.* and for costs 80*s.* And whereas the said M. B. and J. L. by and with the direction, consent and approbation of the said A. B. J. W. and J. T. for the better securing the repayment of the said several sums of money due to them respectively on the said several judgments so recovered by them as aforesaid, Have consented and agreed to assign and transfer unto the said A. C. and T. M. all their right and title as executors as aforesaid, of and in all the personal estate and effects whatsoever of the said J. B. deceased, to, and for the uses intents and purposes herein after mentioned: And whereas they the said A. C. T. M. and A. B. J. W. and J. T. towards the future support and maintenance of the said M. B. and her family have agreed, and promised

What is now due on the bonds and judgment.

The executors agree to assign testator's personal estate.

The creditors agree to allow the widow 10*l.* in the 100*l.* and household

promise to give and allow unto the said *M. B.* her executors, administrators or assigns, not only the rate or sum of 10*l.* by the 100*l.* and so in proportion for any lesser sums of all such monies which they shall by virtue of these presents respectively from time to time receive in discharge of their respective debts; so that at least she the said *M. B.* shall have and receive 100*l.* which they the said creditors do agree to account for and deduct out of their own respective debts; but also the household goods and furniture of the said deceased, which by appraisement appear to be worth 21*l.* 15*s.* 9*d.* and which the said creditors do likewise agree to account and deduct out of their respective debts proportionably: *Now this Indenture witnesseth,* That for better securing the payment of the said several sums now due and owing out of the estate and effects of the said *J. B.* deceased, to them the said *A. B. T. M. A. C. J. W.* and *J. T.* severally as aforesaid, and in pursuance of the said agreement, and for and in consideration of the sum of 5*s.* of, &c. to the said *M. B.* and *J. L.* by them the said *A. C.* and *T. M.* in hand, &c. at, &c. the receipt, &c. as also for divers other, &c. they the said *M. B.* and *J. L.* Have, and each of them *Have* granted, &c. and by, &c. do, and each of them doth grant, &c. as far as they lawfully may, *All* and singular such goods, wares and merchandizes, debt and debts, sum and sums of money which are or shall be in any ways due and owing, payable or belonging to them the said *M. B.* and *J. L.* as executors of the last will and testament of the said *J. B.* deceased, and all other the personal estate and effects of the said *J. B.* deceased, of what nature or kind soever and wheresoever, whether in *Great-Britain*, or in any other parts of *Europe, Asia, Africa* and *America*, - wheresoever the same shall or may be had or found, and also all the right, title, interest, property, claim and demand of them the said *M. B.* and *J. L.* or either of them, of, in, to and out of the same, and every part thereof, either by virtue of the said last will and testament of the said *J. B.* deceased, and the administration of his said executors granted of all and singular the goods, chattels, rights and credits of the said deceased, or otherwise howsoever; *To have and to hold* the said goods, wares and merchandizes, debt and debts, sum and sums of money, personal estate and effects of him the said *J. B.* deceased, and all and singular other the premises hereby bargained and assigned unto the said *A. C.* and *T. M.* and the survivor of them, and the executors and administrators of such survivor, of, and as their own proper goods and chattels, and to their own proper use and benefit forever; *In trust nevertheless*, and for the uses, intents and purposes herein after mentioned and expressed, of, and concerning the same, that is to wit, upon trust, that they the said *A. C.* and *T. M.* and the survivor of them, and the executors and administrators of such survivor, shall and will, out of the neat produce of the effects and estate of the said *J. B.* deceased, which from time to time shall come to their or either of their hands, custody or power, by virtue of these presents, and the several judgments obtained by the said creditors respectively, or in pursuance of the authority given to them by the said *M. B.* and *J. L.* or otherwise, (after allowance for all reasonable costs, expences, andbursements in and about obtaining the said recited judgments, and the execution of the trust hereby in them reposed, in the first place.) pay all such costs and charges, which they the said *M. B.* and *J. L.* or either of them, shall bear or be put to, and in the legal defence of any

Consideration,

Assignment,

Upon trust,

after expence,
to pay costs of
the executors
suing defending suits,

Residue amongst the said creditors.

Allowance to the widow.

Surplus.

Letter of attorney.

suit or suits, either at law or in equity, which have been or shall be brought against them as executors of the last will and testament of the said *J. B.* deceased, or any person or persons whomsoever, for or in respect of any debt, duty, claim or demand due or owing to any of them, by, from, or out of the estate and effects of the said deceased; *And* in the next place, by and with the residue of the neat produce of the estate and effects of the said deceased, as the same shall from time to time come to the hands, custody, or power of the said *A. C.* and *T. M.* pay, distribute, and divide the same unto and amongst as well them the said *A. C.* and *T. M.* their executors, administrators and assigns, as the said *A. B.* *J. N.* and *J. T.* their executors, administrators and assigns respectively, in proportion to their respective debts, due to them as aforesaid, and in discharge of their said debts, as their respective proportions amount to from time to time, until the several sums of money so due on the several judgments had and recovered by them as aforesaid, and all interest thereof to grow due for the same, shall be fully paid and satisfied; *They*, each and every of them respectively and proportionably giving and allowing thereout unto the said *M. B.* her executors, administrators and assigns, such rate and monies for her support, as before and hereafter mentioned; and the overplus, if any be, of such neat produce of the effects and estate of the said deceased, which shall, as aforesaid, come to their or either of their hands, custody or power, shall and will pay and deliver unto the said *M. B.* and *J. L.* their executors or administrators, as assets of the said *J. B.* deceased, and subject to the administration of the effects and estate of the said deceased, and to and for no other use, trust, intent or purpose whatsoever: *And* for the enabling of them the said *A. C.* and *T. M.* to have and receive the full benefit, intent and advantage of this present assignment, upon the trusts aforesaid, they the said *M. B.* and *J. L.* have, and each of them hath made, *Ec.* and by, *Ec.* the said *A. C.* and *T. M.* and the survivor, *Ec.* their true, *Ec.* for them and each of them, and their and each of their names, but for the uses, intents and purposes herein before mentioned and declared, to ask, *Ec.* of, and from all and every person and persons, bodies corporate or politic whatsoever, whom it doth, shall or may concern, all and singular such sum and sums of money, goods, wares, merchandizes and effects whatsoever, which are or shall be any ways due, owing, payable, or belonging unto them the said *M. B.* and *J. L.* as executors of the last will and testament of the said *J. B.* deceased, be the same of what kind or nature soever or wheresoever, either in *Great-Britain*, or any other parts of *Europe*, *Asia*, *Africa* and *America*, or where else the same shall or may be had or found, and upon non-payment or non-delivery thereof, or of any part thereof, to bring or prosecute any action or suit at law or in equity whatsoever touching the premises, in such manner as they the said *A. C.* and *T. M.* and the survivor of them, and the executors, or administrators of such survivor shall think fit, and to make and give acquittances and discharges, and to compound the same, and generally to do and perform all such further acts, matters and things whatsoever, which shall be needful or requisite in and about the premises for the better executing the trusts hereby reposed in them, as fully and effectually to all intents and purposes as if they the said *M. B.* and *J. L.* or either of them, their or either of their executors, administrators or assigns, or either of them, could or might do

do if personally present. *And* the said *A. C.* and *T. M.* for themselves, *&c.* do covenant, *&c.* to and with the said *M. B.* and *J. L.* their, *&c.* in manner following, (that is to say) that they the said *A. C.* and *T. M.* and the survivor of them, and the executors and administrators of such survivor, or some of them, shall and will not only well and truly perform and execute the trusts hereby in them reposed, according to the true intent and meaning of these presents, but also do and shall, as often as they, or either of them, shall be thereunto required by the said *M. B.* and *J. L.* or either of them, their or either of their executors, administrators or assigns, within the space of seven years now next ensuing, make out, settle with and deliver unto the said *M. B.* and *J. L.* their executors, administrators or assigns, a fair and just account of all such monies, goods and effects as shall come to the hands, custody or power of them the said *A. C.* and *T. M.* their executors, administrators or assigns, by virtue of such authority given to them as aforesaid, or otherwise, and of the application thereof, according to the true intent and meaning of these presents: *And* they the said *A. B.* *A. C.* *T. M.* *J. N.* and *J. D.* do for themselves severally, and for their several and respective executors and administrators, covenant, promise and agree, to and with the said *M. B.* her executors, administrators and assigns, by these presents, in manner following, that is to say, that each of them the said *A. B.* *A. C.* *T. M.* and *J. N.* and *J. D.* their executors, *&c.* respectively, shall and will from time to time, and at all times as often as they or any of them shall receive any monies or effects of the said *J. B.* deceased, in pursuance of these presents, or otherwise, pay, give and allow unto the said *M. B.* her executors, administrators and assigns, the said rate or sum of 10*l.* by the 100*l.* and so in proportion after the same rate for any lesser sum, of all such monies, goods and effects, which they, or any of them, shall so have or receive in part of or in discharge or satisfaction of their respective debts, for which such judgments are had as aforesaid; and in case the said rate or sum of 10*l.* by the 100*l.* do not in the whole amount to the sum of 100*l.* that then each of them the said *A. B.* *A. C.* *T. M.* *J. M.* and *J. T.* shall and will respectively, in proportion to the monies they shall respectively receive as aforesaid, give and allow unto the said *M. B.* her executors, administrators or assigns, all such further sums of money as together with the said rate or sum of 10*l.* by the 100*l.* will amount in the whole to the sum of 100*l.* at least, the same being hereby intended absolutely to be given and paid unto the said *M. B.* her executors, administrators and assigns, for her and their own proper use and benefit; and that it shall and may be lawful to and for the said trustees, or the survivor of them, his executors or administrators, to pay the same out of the neat produce of the effects of the said *M. B.* deceased, which shall come to their hands by virtue of these presents accordingly; *And also* that they the said *A. B.* *A. C.* *T. M.* *J. N.* and *J. T.* their executors, administrators and assigns, and every of them, do and shall, in case the overplus of the neat produce of the estate and effects of the said deceased be not sufficient, well and truly bear, pay and allow, in proportion to such monies, goods or effects of the said deceased, which they shall respectively receive in discharge of so much of their debts as aforesaid, all such reasonable costs, charges and expences which they the said *M. B.* and *J. L.* their executors or administrators, or any of them, shall or may bear, pay or sustain in defending any suit or suits in law or equity which have been or shall be

The creditors covenant to perform the trusts,

and account when required with the executors,

and make the allowances to the widow;

and that if effects be not sufficient, will pay the costs of the executors defending any suits, and indemnify them therefrom.

be hereafter brought or had by any person or persons whomsoever against them the said *M. B.* and *J. L.* or either of them, their or either of their executors or administrators, for or in respect of any debt, duty, claim or demand whatsoever, due from or out of the estate and effects of the said deceased, or howsoever else the same may relate to the due execution of the said deceased's last will and testament, or otherwise do and shall well and sufficiently indemnify, save and keep harmless the said *M. B.* and *J. L.* their executors, administrators, goods and chattels, lands or tenements and every of them in all respects relating thereto. And the said *M. B.* and *J. L.* for themselves, &c. do covenant, &c. to and with the said *A. C.* and *T. M.* and each of them, their, &c. by, &c. in manner following, viz. that they the said *M. B.* and *J. L.* or either of them, their or either of their executors or administrators, shall not nor will at any time hereafter revoke, alter or prejudice the authority hereby given to them the said *A. C.* and *T. M.* as aforesaid, but that the same shall remain irrevocable and in full force for the intents and purposes herein comprized, declared and set forth; nor do, commit or suffer, or cause to be committed or suffered, any act, matter or thing whereby to hurt or incumber the same in any manner or wise howsoever: But do and shall from time to time, and at all times hereafter, at the request, costs and charges of them the said *A. C.* and *T. M.* their executors, administrators or assigns, or any of them, make, do and suffer, or cause to be made, done and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, devise and devises in the law whatsoever, for the further and better confirming the authority hereby given to them, as by their or any of their counsel, &c. *Provided always, and it is hereby agreed by and between the parties to these presents, that nothing herein contained shall extend, or be construed to extend, to indemnify the said M. B. and J. L. or their estate, against any costs, charges, expences or damages which the said M. B. and J. L. have paid or sustained, or shall or may bear, pay or sustain on account of any judgment, statute or recognizance recovered against or acknowledged by the said J. B. in his life-time, or on account of any action or suit, either at law or in equity, brought or to be brought against them touching the said J. B.'s estate or effects, unless they shall employ such attorney or solicitor, as they the said A. B., A. C. T. M. J. N. and J. T. or the major part of them, and the survivors of them, shall from time to time nominate and appoint, and give immediate notice of all process or proceeding which shall or may be delivered to or left for them, and forthwith deliver to such attorney or solicitor all such proceedings or notices, and unless they shall plead and make such defence as such attorney or solicitor shall from time to time advise or think proper. Provided also, and it is hereby declared to be the true intent and meaning of these presents, that nothing herein comprized shall be construed to prevent any claim or demand of them the said A. B., A. C. T. M. J. N. and J. T. or any of them, their or any of their executors, administrators or assigns, against the said J. L. his executors or administrators, for or in respect of his being bound with the said J. B. deceased, in the several bonds mentioned in the above recited judgments, in case the effects of the said deceased shall prove deficient to satisfy the same. Provided lastly, and it is hereby declared by all the parties hereto, that each of the said trustees shall be only answerable for his*

The executors covenant not to revoke any authority hereby given, &c.

but shall execute any further act, &c.

Nothing herein shall extend to indemnify the said executors from the costs, &c. of judgments, statutes or recognizances against the testator;

nor prevent any claim of the creditors against J. L. one of the executors, in case of deficiency.

Trustees not answerable for each other.

his own acts in the execution of the trusts herein reposed, and not for the acts of the other, and shall be only accountable for the goods and effects of the said deceased which he shall receive only, and not for the receipts of the other. *In witness, &c.*

An Assignment by an Executor and others, of a Bond and Judgment, (to, some of whom the same were assigned as Securities for Debts) in Trust, for all the Creditors of the Testator.

THIS INDENTURE QUADRIPARTITE, made, &c. *Between* N. O. of, &c. executor of the last will and testament of J. P. late of, &c. deceased, and P. P. of, &c. widow, and relict of the said J. P. of the first part, R. L. of, &c. of the second part, W. S. of, &c. of the third part, and L. F. of, &c. of the fourth part. *Whereas, &c.*) *Recital of a bond from J. E. to the said R. L. for payment of money, and a warrant of attorney to confess judgment thereon, and judgment entered, accordingly and of an assignment thereof (inter alia) from said R. L. to the said J. P. for securing the payment of a debt owing him:)* And whereas upon an account this day made up and stated between the said R. L. and the said N. O. and P. P. there appears to be due and owing from the said R. L. to the estate of the said J. P. deceased, for the principal money and interest secured by the said recited assignment, and upon other accounts, the full and just sum of, &c. *And whereas, &c.* (*Recital of an assignment by the said R. L. to W. S. of the said bond and judgment for the securing money owing to him:)* And whereas the said R. L. being also indebted to several other persons, whose names, together with the sums to them respectively owing, are mentioned and expressed in the schedule indented, hereunto annexed, hath agreed that the said bond and judgment, and the money thereupon due or to grow due, shall after payment of the said debts owing as aforesaid to the estate of the said J. P. deceased, and to the said W. S. be made subject and liable to the payment of the debts mentioned in the said schedule, in equal shares and proportions one with the other: *Now this Indenture witnesseth,* That in consideration of 5s. a-piece to the said N. O. W. S. and R. L. in hand, &c. by the said L. F. he the said N. O. at the request and desire of the said R. L. and by and with the consent and approbation of the said P. P. testified by their being parties to and signing, &c. and also the said W. S. at the like request and desire of the said R. L. testified as aforesaid, and he the said R. L. for the better securing, raising and paying the several debts so as aforesaid due and owing by the said R. L. in such order and manner as is herein after mentioned and expressed, *Have*, and each of them *Hath* assigned, &c. and by, &c. unto the said L. F. *The said recited bond, &c. (as before in assignment of bonds and judgments;)* *To have and to hold, &c. forever, upon the trusts, &c. (that is to say.) Upon trust* that out of the money that shall be raised or received by the said L. F. his, &c. by virtue of the said bond and judgment, or of this present assignment, he shall in the first place (after deducting necessary charges and expences) pay and satisfy to the said N. O. his, &c. the above-mentioned sum of, &c. due and owing as aforesaid by the said R. L. to the estate of the said P. P. deceased, with interest for the same to the time of such payment; *And* after full payment made out of that money, then upon trust in the next place, that he shall pay and satisfy to the said W. S. his,

Recitals of bond.

Assignment.

Account stated.

Another assignment. Debts in a schedule.

The present assignment.

upon trust to pay the creditors.

Letter of attorney to receive money, deliver up bond, and acknowledge satisfaction. Agreement to reimburse charges.

his, &c. the, &c. And after such payment made of the said last mentioned sum, then upon trust to pay and satisfy to the several persons named in the said schedule hereunto annexed, their, &c. respectively, the several debts and sums of money therein mentioned to be due and owing to them respectively, together with interest for the same, in proportion to the *quantum* of their respective debts, by an equal pound rate, without any preference of priority, until the whole debts be paid, or as far as the money, which shall be so raised or reserved, will extend towards the same; And upon Trust to pay the overplus of the said money (if any there be) unto the said R. L. his, &c. And, &c. (Covenant from N. O. and W. S. to L. F. that no act is done to discharge the bond, &c. From R. L. to L. F. that the money is owing thereon, that R. L. N. O. and W. S. have power to assign. That R. L. has done no act to defeat the benefit of this assignment, but will execute, &c. See Assignments of Bonds, &c. before.) And the said R. L. doth hereby constitute and appoint the said L. F. his, &c. to be his lawful attorney or attorneys, in his name to ask, &c. the money hereby assigned, and every part, &c. and upon receipt thereof to deliver up the said bond, and cause satisfaction to be acknowledged upon the record of the said judgment, or other proper discharge in his name to make and give, and also, &c. all, &c. as they or any of them shall think needful or requisite. And lastly, it is agreed by all &c. that all such charges, costs and expences as the said L. F. his, &c. shall disburse, expend and be put unto, in or about the premises, shall in the first place be deducted and retained out of the money which shall come to his or their hands by virtue of these presents. In witness, &c.

An Assignment by a Widow of one fourth Part of a Ship's Cargo, and of the Benefit of a Decree in Chancery made concerning the same, upon Trust to pay her Husband's Debts, or in Proportion, &c. with Covenants from the Creditors as to their contributing towards the Expences of Suits concerning the assigned Premises, with Agreement as to how Monies recovered shall be disposed of.

Recital that four persons were possessed of a ship in four equal parts, and also of the cargo

THIS INDENTURE SEXPARTITE, made the, &c. Between G. S. widow, relict and executrix of T. S. late of London, merchant, deceased, of the first part; Sir C. C. bart. Sir J. A. knight, E. Y. esq; T. G. gent. and R. B. merchant, assignees under the commission of bankrupt against Sir S. E. late of London, knight, on the second part; R. G. of London, merchant, on the third part; dame M. L. of London, widow, T. M. of London, gent. and H. L. citizen and fishmonger, of London, executors of the last will and testament of Sir S. L. knight, late, &c. who was executor of the last will and testament of his son T. L. late of, &c. merchant, deceased, on the fourth part; E. H. of London, clerk, A. P. H. M. of, &c. jewellers, J. S. of, &c. widow, H. S. of, &c. gent. F. M. of, &c. taylor, J. C. of London, widow, B. S. of, &c. silkman, and J. K. of, &c. and L. M. of, &c. merchants, on the fifth part; and H. R. of, &c. mariner, and R. H. of, &c. mariner, of the sixth part, Witnesseth that whereas the said T. S. in or about the year of our Lord 1705, was together with T. S. sen. E. L. and J. B. of London, merchants, possessed of or intitled unto a certain ship or vessel called the *Windsor Frigate*, in equal four parts; and also of and unto the cargo of lading of goods and merchandizes

dres put on board the said ship, (which was then bound on a voyage to of the said ship,
 the *East-Indies*, where she afterwards arrived) in like equal fourth (which was
 parts: *And whereas* the said *T. S.* and *J. B.* (since deceased) were bound and
 supercargoes of the said ship in the said voyage, and did together with went to the
T. C. jun. (son of the said *J. C.*) lay out and invest in goods and com- *East-Indies*)
 modities at *Surat* in the *East-Indies* aforesaid, of their own proper estates in like equal
 exclusive of the foregoing cargo, fifteen thousand four hundred sixty- four parts.
 two rupees, and forty-one pise, which goods last mentioned were laden That two of
 on board the said ship the *Windsor Frigate*, then bound on a voyage from the said per-
Surat aforesaid to *Buffero*, and from thence to *Bengal*; and by a cer- sons were su-
 tain writing or invoice dated at *Surat* aforesaid, the 12th of *March*, percargoes of
Anno Dom. 1707. signed by the said *T. S. J. B.* and *T. J. jun.* (wherein the said ship,
 the particulars of all the said last mentioned goods and commodities were and laid out
 set down and expressed) it was agreed and declared that the same were several sums
 and should be upon the account and risque of the said *T. S. J. B.* and of money in
T. C. jun. in the proportions following, (that is to say,) six thousand goods.
 four hundred thirty-two rupees, and thirty-seven pise, for the account
 and risque of the said *T. S.* six thousand four hundred seventy rupees, And by their
 and four pise, for the account and risque of the said *J. B.* and the re- deed in wri-
 maining two thousand five hundred and sixty rupees, for the account and ting declared
 risque of the said *T. C. jun.* as by the said writing or invoice, relation the propor-
 being thereunto had, may more fully appear: *And whereas* at the time tions that be-
 of the decease of the said *T. S.* there was one or more suit or suits de- longed to each
 pending at law, and in the high court of chancery, between the said of them.
T. S. and the said *R. G.* and the said *Sir S. E.* or some of them as plain- Recital of
 tiff or plaintiffs against the said *T. C. sen. E. C. T. C. jun.* or some of suits in law
 them, and other defendants, touching the said ship and cargoes, and the and chancery
 voyage she made or was to have made to and in the *East-Indies*, as between the
 aforesaid, and back again to *London*; and also touching and concern- said parties re-
 ing the interest, produce and return of the said six thousand four hundred lating to the
 cargo.
 thirty-two rupees, and thirty-seven pise, laid out and invested in goods
 and commodities as aforesaid, upon the account and risque of the said
T. S. and touching the loss and damage sustained by the said *T. S.*
 by reason that the said ship did not sail from *Buffero* to *Bengal* aforesaid,
 but proceeded from *Buffero* on her voyage to *London*; and touching se-
 veral other transactions and proceedings of the said *T. S. J. B.* and
T. C. jun. during the said voyages; in one of which causes a decree Recital of a
 was made in the high court of chancery on or about the 6th day of decree in
June in the year of our Lord 1717, whereby an account was ordered to chancery, or-
 be taken by Mr. *Dorner*, one of the masters of the said court, of the dering an ac-
 proceedings of the said voyage; and the said master was to examine and count to be
 certify what damages the said *T. S.* sustained, by reason of the said ship's taken by one
 not sailing from *Buffero* to *Bengal* aforesaid, according to the agreement of the masters,
 made for that purpose, between the said *T. S.* and the said *J. B.* and of the proceed-
 such other directions were given touching the rest of the demands of the ings of the said
 voyage.
 said *T. S. R. G.* and *Sir S. E.* as in the order made upon the hearing Which ac-
 of the said cause, are particularly mentioned and expressed: But by rea- count was not
 son of the death of the said *T. S.* which happened in or about the taken by rea-
 month of *June, Anno Dom. 1712.* the said account has not yet been son of the
 taken; nor hath he the said *T. S.* or the said *R. G.* and *Sir S. E.* or any death of *T. S.*
 one of the
 of them, had any relief under, or by virtue of their said decree, or other parties.
 Recital of
 wile, for any of the matters in question as aforesaid: *And, whereas* the debts owing
 by him at the
 said *T. S.* was at the time of his decease indebted unto the said *R. G.* time of his
 and decease.

Recital of an indenture whereby the said T. S. had assigned over to E. H. all his share in the said ship and cargo, &c.

In trust for payment of his debts.

and Sir S. E. in the sum of 1300*l.* or thereabouts, upon a mortgage to them made of his fourth part of the said ship, or otherwise; an account of which debt was directed by the said decree to be taken and certified by the said master; and was also indebted to the above named T. L. or the said Sir S. E. as his executors, in the sum of 730*l.* 6*s.* besides interest, by virtue of a bond given by the said T. S. to the said T. L. bearing date the 16th day of *Novemb. r.* Anno Dom. 1709. for or on account of the sum of three thousand three hundred and twenty-nine rupees advanced by him to the said T. S. in *Bengal* aforesaid, for the better enabling the said T. S. to make an investment, and provide a cargo of fine goods there for the said ship, the *Windsor Frigate*, which ought to have sailed from *Buffero* aforesaid to *Bengal*, but instead thereof proceeded directly on her homeward-bound voyage, from *Buffero* to *London*, by reason whereof the said T. S. was obliged to dispose again of the cargo provided by him in *Bengal* for the said ship, and the damages and losses which he thereby sustained, amounted to the said sum of three thousand three hundred twenty-nine rupees, or upwards; and was also indebted to the above named E. H. in the sum of 2150*l.* principal money, to the said J. P. and H. M. in the sum of 202*l.* to the said J. S. in the sum of 102*l.* 5*s.* to the said H. S. in the sum of 50*l.* to the said E. G. in the sum of 30*l.* to the said J. C. in the sum of 25*l.* to the said B. S. in the sum of 50*l.* to the said K. G. in the sum of 35*l.* And whereas by indenture bearing date on or about the 18th of *Feb.* 1711. made between the said T. S. of the one part, and the said E. H. of the other part (reciting as therein is recited,) the said T. S. for the said considerations therein mentioned, did grant, bargain, sell, assign, and set over unto the said E. H. all his part, share and interest of and in the said ship, the *Windsor Frigate*, and of and in the goods, commodities and cargo on board the said ship, and also all and every sum and sums of money, goods, commodities, stock, share or interest in any monies, goods and things whatsoever, due, owing, coming, belonging or payable unto the said T. S. from any person or persons whomsoever, upon account or in respect of the said ship the *Windsor Frigate*, or her cargo, or any part thereof, in the aforesaid voyage, or any other voyage or voyages by her made, to or from any port or places whatsoever; and also the said six thousand four hundred and thirty-two rupees, and thirty-seven pise, laid out and invested as aforesaid, and every part thereof, with all the increases, benefit, interest and advantage, that could or might be gotten thereby; To hold to the said E. H. his executors and administrators, as his and their own proper monies, goods and estate, for ever; In Trust nevertheless that the said E. H. his executors and administrators, should, as soon as might be after he or they should be possessed of the said monies, goods, effects and other things, pay, retain and keep, to him or themselves, the said sum of 250*l.* and also pay to the said A. P. H. M. J. S. H. S. E. G. J. C. B. S. and K. G. severally and respectively, and to their several and respective executors, administrators and assigns, the several and respective sums of money herein above mentioned or recited to be due to them respectively, (or in proportion to their said several shares) in case the said assigned premises should not extend to pay the same; and after payment of the said several debts as aforesaid, the said E. H. should pay to himself and the said several other persons, his executors, administrators and assigns, all such interest monies, or other monies, as should be then due for their said

said debts, or any of them, (or in proportion to their said several debts;
 in case there should not be enough to pay the whole interest,) and after
 such payments as aforesaid, then in trust to pay the overplus (if any)
 to the said T. S. his executors, administrators or assigns. *Now this*
Indenture witnesseth, That the said G. S. at the request and desire as
 well of the said E. H. and of the said several other creditors of her said
 late husband herein above mentioned, for whom the said E. H. is a trust-
 ee as aforesaid, as also of the above named dame M. L. T. M. and
 H. L. respectively, testified by their being parties to, and executing of
 these presents, and for the better securing the payment of the said several
 debts and sums of money to them respectively due and owing as afore-
 said, in such manner and proportion as is herein after expressed; and in
 consideration of 5s. of lawful money to her in hand paid, at or before
 the sealing and delivery of these presents, by the said E. H. the receipt
 whereof is hereby acknowledged, *Have* bargained, sold, assigned, trans-
 ferred, set over, ratified and confirmed, and by these presents *Doth* bar-
 gain, sell, assign, set over, ratify and confirm unto the said E. H. all
 such part, share and interest of and in the said ship the *Windsor Frigate*,
 and the goods, commodities and cargoes which were loaded on board the
 said ship in the aforesaid voyages, or any other voyage or voyages, and
 of and in the produce or returns thereof, as the said T. S. was at the
 time of his decease interested in, or intitled unto; and also all and every
 such sum and sums of money as were then due or owing to, or deman-
 dable by him, of or from the said T. C. sen. E. C. and T. C. jun.
 and the executors or administrators of the aforesaid J. B. or any of
 them, for commission, factorage, disbursements, losses or damages sustain-
 ed in the aforesaid voyage or voyages, or by reason of the said ship's not
 sailing from *Bussoro* to *Bengal* as aforesaid; or upon or for any other
 account, matter, cause or thing whatsoever; and likewise the full and
 whole benefit and advantage of the said decree, and all such sum and
 sums of money, or other satisfaction as can or may be had, received, ob-
 tained and gotten under or by virtue thereof, or otherwise, for all and
 every or any the matters in question as aforesaid; and all the right, title,
 interest, benefit, equity of redemption, claim and demand whatsoever of
 her the said G. S. of, in, to or out of the said premises, or any part or
 parcel thereof, in any wise whatsoever; To have hold, receive, take and
 enjoy all and singular the said hereby bargained and assigned premises,
 with their appurtenances, unto the said E. H. his executors and admini-
 strators, as his and their own proper estate for ever; upon the trusts
 nevertheless, and to and for the uses intents and purposes herein after
 mentioned particularly; *And this Indenture further witnesseth*, That to
 the intent the above mentioned dame M. L. T. M. and H. L. may
 join with the said E. H. and the several creditors for whom he is a
 trustee as aforesaid, and also with the said R. G. in the prosecuting of
 the said decree, and in such other measures as shall be thought proper
 for obtaining satisfaction for their said respective debts, and in the pay-
 ing and defraying a proportionable part of the charges of the same, it
 is hereby declared and agreed, by and between the said E. H. by and
 with the consent of the said several creditors, for whom he is a trustee
 as aforesaid, and the said dame M. L. T. M. and H. L. that he the
 said E. H. his executors, administrators and assigns, shall and will from
 henceforth stand and be possessed of and interested in all and singular the
 premises assigned to him as aforesaid by the said recited indenture; as
 also

Reserving to
 himself the
 overplus.
 G. S. widow
 of the said
 T. S. at the
 request of the
 creditors, &c.
 and in confi-
 deration, &c.
 paid by the
 said E. H.
 assigns to the
 said E. H. his
 executors,
 &c. all such
 share and in-
 terest in the
 premises as
 the said S. T.
 was intitled
 unto at the
 time of his
 death.

Also the
 whole benefit
 of the said
 decree in
 chancery.

The Habendum.

Upon trust that the said *E. H.* his executors, &c. after his and their own charges, &c. deducted,

shall pay out of the money he shall receive, by virtue of this assignment, to the several creditors of the said *T. S.* their respective debts with interest.

Or to each of them their proportion, in case the assigned premises shall not amount to pay the whole.

And after such payments, then in trust to pay the overplus to the said *G. S.* Letter of attorney from the said *G. S.* to the said *E. H.*

also of the premises so assigned and released to him as aforesaid by this present indenture. *Upon the trusts*, and for the uses, intents and purposes herein after particularly mentioned, (that is to say,) in trust that the said *E. H.* his executors, administrators or assigns, do and shall, as soon as may be, (after he, they, or any of them shall be possessed of the money, goods, effects and things, by the said recited indenture, or this present indenture assigned, and such costs and charges as shall and have been paid or expended in or about the prosecution of the said decree, or any other suit or suits which shall be commenced for the better recovery of the said assigned premises, or any part thereof, or otherwise in relation to this trust, shall be reimbursed and re-paid) deduct and retain to the use of the said *E. H.* his executors, administrators or assigns, the said sum of 2150*l.* of lawful money of *Great Britain*, and do and shall well and truly pay or cause to be paid unto the said *A. P.* and *H. M.* their executors, administrators or assigns, the said sum of 202*l.* of like money; unto the said *J. S.* her executors, administrators or assigns, the said sum of 102*l.* 5*s.* of like money; unto the said *H. S.* his executors, administrators or assigns, the said sum of 50*l.* of like money; and unto the said *E. G.* his executors, administrators or assigns, the sum of 30*l.* of like money; and unto the said *J. C.* her executors, administrators or assigns, the said sum of 250*l.* of like money; and unto the said *B. S.* his executors, administrators, or assigns, the said sum of 50*l.* of like money; and unto the said *K. G.* and *K.* their executors, administrators and assigns, the said sum of 35*l.* of like money; and to the said dame *M. L. T. M.* and *H. L.* their executors, administrators or assigns, the aforesaid sum of 730*l.* 6*s.* of like money, or in proportion to their several and respective debts, in case the said money so arising clear from the said assigned premises shall not extend to pay the whole; and after deduction or payment of the said several debts, or sums of money before mentioned, then upon trust to pay himself and the said dame *M. L. T. M. H. L.* and the said several other creditors, for whom he stands a trustee as aforesaid, their executors, administrators or assigns, lawful interest for the said debts so to them respectively due or payable, or in proportion to their said several and respective debts in case the money so arising clear from the said assigned premises shall not be sufficient to pay all the said interest. And after such payments made as aforesaid, *Then in trust* to pay the overplus, if any, to the said *G. S.* her executors, administrators or assigns: And for the better enabling the said *E. H.* his executors, administrators and assigns to have, obtain, recover and receive the full benefit and advantage of this present assignment, upon the trusts, and for the purposes aforesaid, she the said *G. S.* doth hereby make, ordain, constitute and appoint and in her stead and place, put and depute the said *E. H.* his executors, administrators and assigns, jointly and severally, to be her true, lawful and irrevocable attorney and attornies, in her name to ask, demand, sue for, recover and receive, acquit, release and discharge, all and singular the said assigned premises, and every part and parcel thereof; and also in her name to prosecute and carry on the said suit now depending in the court of chancery aforesaid, and to commence, prosecute and carry on any other suit or suits at law, or in equity, touching the said premises against the said *T. C.* sen. *E. C.* and *T. C.* jun. or any other person or persons whatsoever, in such manner as he

the said *E. H.* his executors, administrators or assigns, shall think proper; and to do and perform all other acts, matters and things whatsoever, which shall be needful or requisite in or about the premises, or for the better executing the trust hereby in him and them reposed, as fully and effectually as she the said *G. S.* her executors or administrators, or any of them, could or might do if personally present: *And* the said *G. S.* doth hereby covenant and agree, to and with the said *E. H.* his executors and administrators, that she the said *G. S.* hath not done, committed or suffered, and that she, her executors or administrators, will not do, commit, or wittingly or willingly suffer, any act, matter or thing, whereby the execution and performance of this present trust, shall or may be prevented, defeated, hindered, or in any wise retarded or delayed; *But* on the contrary, will do and perform all such acts and things as shall be reasonably required of her for the further and better enabling of the said *E. H.* his executors, administrators and assigns, to execute and discharge the said trust, according to the true intent and meaning of these presents: *And* the said *R. G.* by and with the consent, and at the request of the above named *Sir C. C. Sir J. A. E. Y. J. G. and R. B.* respectively, testified by their being parties, and their signing and sealing these presents; and the said dame *M. L. T. M. and H. L. E. H. A. P. and H. M. J. S. H. S. E. G. J. C. B. S. — K. — G. and — H.* for themselves severally and respectively, and for their several and respective executors, administrators and assigns, and not the one for the other, or for the executors, administrators, or assigns of the other, do, and each and every of them doth, covenant, promise and agree, to and with the above named *H. R. and R. H.* their executors, administrators and assigns, by these presents, that they the said *R. G. dame L. M. T. M. and H. L. E. H. A. P. and H. M. J. S. H. S. E. G. J. C. B. S. — K. — G. and — H.* their executors, administrators, or assigns respectively, shall and will, from time to time, advance and pay to the said *H. R. and R. H.* their executors, administrators or assigns, upon request, their several and respective proportions, according to the *quantum* or amount of their said several and respective debts, of all and every such sum and sums of money as they the said *H. R. and R. H.* their executors or administrators shall find necessary and direct to be paid, for or towards carrying on or prosecuting the said suit now depending in the court of chancery, or the commencing or prosecuting any other suit at law, or in equity, against the said *T. C. sen. E. C. and T. C. jun.* or any of them, or any other person or persons whatsoever, for, touching, or concerning the said assigned premises, or any part or parcel thereof, or which shall be otherwise needful to be expended or laid out; *Or* to reimburse any cost, charge, or expence which they the said *H. R. and R. H.* their executors, administrators or assigns, or the said *E. H.* his executors, administrators or assigns, shall expend, disburse, or be put unto in relation to any such suit or suits, or in or about the execution or performance of the trust hereby in them reposed; *Provided always,* That if the major part of the contributors shall at any time agree to stop further proceedings, and by writing under their hands give notice to the said trustees, their executors, administrators or assigns, *Then* from that time all suits and proceedings shall be stopped, or else shall be carried on by the rest of the contributors at their own charge; and from that time the persons giving such notice, shall be intirely discharged from any further contribution;

Covenant that the said *G. S.* hath not done nor will do any thing to hinder or defeat the execution of this present trust; but will do all such things as may the better enable the said *E. H.* to perform the same.

Covenant, that the creditors will contribute in proportion towards the expences of any suit in law or chancery concerning the assigning premises;

or reimburse the trustees.

Proviso, that if the major part of the contributors shall agree to stop the proceedings, then upon giving notice,

they shall be stopped, or carried on by the other contributors at their own charge, and what shall be afterwards recovered shall be for their use only..

Covenant how the money recovered shall be disposed of.

contribution ; and what shall be afterwards recovered shall be divided and paid unto, and amongst the rest of the said contributors, to their own proper use and behoof: *And lastly*, It is agreed between the said G. S. and the said R. G. by such consent and request as aforesaid, testified as aforesaid, and the said E. H. and all the rest of the creditors afore named, That the first, and all other the money which shall be obtained or recovered by virtue of the said decree, or otherwise, from the said T. C. sen. E. C. and J. C. jun. or any of them, either upon the particular security belonging to the said R. G. and the said S. E. deceased, or on the account of the goods or other demands assigned as aforesaid by the said recited indenture and this present indenture to the aforesaid E. H. shall, in the first place, go and be applied to answer, and reimburse the said parties the costs and charges of prosecuting the said decree, and of carrying on such other suits as shall be thought proper for the ends and purposes aforesaid, until such costs and charges shall be therewith and thereout fully answered and reimbursed ; and that the surplus only shall be paid or answered according to the respective interests of the said parties therein, in such manner as is herein above mentioned, (that is to say) the surplus of the money arising from the security made as aforesaid, to the said R. G. and Sir S. E. shall be paid to the said R. G. and the above-named assigns under the commission of bankrupt against the said Sir S. E. according to their respective interests therein ; and the surplus arising from the premises, wherein the said E. H. is a trustee as aforesaid, shall be paid to and between himself and the rest of the said parties to these presents, for whom he is herein before mentioned to be a trustee, according to their respective debts herein before expressed. *In witness, &c.*

An Assignment by a Widow and Administratrix of her Husband's Personal Estate, (and of a Charge upon the real Estate in Case it falls short,) except her Paraphernalia, by the direction of several of his Simple Contract Creditors, to Trustees (particularly named by the other Parties) in Trust for the Intestate's Creditors, with several special Covenants and Provisions.

THIS INDENTURE TRIPARTITE, made, &c. *Between A. B.* of, &c. widow, administratrix, &c. of B. B. late of, &c. of the first part, C. D. E. F. &c. creditors by simple-contract of the said B. B. on behalf of themselves and all other simple-contract creditors of the said B. B. deceased, of the second part, and O. P. of, &c. father of the said A. B. and Q. R. of, &c. another, and principal creditor by simple contract of the said B. B. of the third part. *Whereas, &c.* (Recital of a mortgage and assignment of a term in lands from B. B.'s father and mother, tenants for life, of lands to S. T. and of the widow's marriage settlement, whereby part of the said mortgaged premises were limited to several uses, particularly a term created to the use of the said A. P. (now A. B. the widow) for her life, for her jointure, wherein was a covenant, that if A. P. survived her husband, and his father or mother should be living at his decease, then his heirs, &c. should pay her during the father and mother's lives (till the wife should come in possession) 200l. per ann.) *And whereas* the said B. B. is dead without issue of the body of the said A. begotten, and without making any other provision for the

Recitals of mortgage.

Marriage settlement.

The husband dead without issue.

the payment of the said 200*l.* a year to the said *A. B.* till she shall come into possession of the premises appointed for her jointure, or the said several sums of, &c. raised and charged upon the said estate, whereby the fee-simple and inheritance of the premises is come to and devolved upon *L. B.* brother of the said *B. B.* subject to the estate for life of the said (*father and mother*) and the jointure of the said *A. B.* and also subject to the said charge of 2 *ol per annum*, to the said *A. B.* till she shall come possessed of the estate limited to her in her jointure; and also the said several sums of, &c. charged upon the said estate, as aforesaid, as likewise to the bond and other the creditors of the said *B. B.* by specialty; which real estate, as to those several terms to which the same are so subject, as also the said bond and specialty debts, shall come in aid to the personal estate of the said *B. B.* in case that shall be in any thing deficient to pay the same, and all other his simple-contract debts: *And whereas* by virtue of a commission of appraisement issuing out of the prerogative court of *Canterbury*, directed to *B. H.* &c. as commissioners to take an account of, appraise and value all and singular the goods, estate and effects of the said *B. B.* they the said commissioners have accordingly taken an account, and made an estimate thereof, and duly returned the same into the said prerogative court, a true copy whereof is contained in the schedule hereunto annexed, intituled *The first schedule*: *And whereas* the said *A. B.* hath taken letters of administration to the said *B. B.* and possessed herself of such part of his personal estate, and sold and disposed of, and got in and received such part thereof as she could, and other part remains undisposed of, which are altogether included and mentioned in the schedule hereunto annexed, intituled, *The second schedule*, and hath paid off, paid out, and expended sundry sums of money in and towards discharge of the funeral expences and debts of the said intestate; *All* which goods and effects so by her sold and disposed of, and the money and produce of the said intestate's estate, which she has received; and of whom, and how paid and applied, are particularly by way of account set forth as debtor and creditor, in the said second schedule hereunto annexed; which all the said parties to these presents do admit, approve, and allow of: *And whereas* great part of the personal estate of the said *B. B.* consisted of debts in trade, tobacco undisposed of, and other matters to a considerable value; *And* in regard that *A. B.* is unacquainted with the nature of trade, and that great loss and damage might happen thereby; and that thereby or otherwise, as well the said *A. B.* as the said *B. B.* and the said estate might be subject to suits in law and equity, and the persons interested in and intitled to the *residuum* of the said intestate's estate, might be considerably prejudiced thereby, and the said creditors retarded in having and receiving of their just debts: *To prevent* which, and all other inconveniences as much as possible, they the said *A. B.* the widow and administratrix, and the said father of the said intestate, and the said intestate's creditors, parties to these presents, on behalf of themselves and all other the simple contract-creditors of the said *B. B.* deceased, came to an agreement together, to name and appoint three persons as trustees and managers of the said intestate's estate for the benefit of the parties interested therein, to collect and get in, and to pay and apply the same in due course of administration, subject nevertheless to such covenants or agreements

Real estate how far charged.
A commission of appraisement out of the prerogative court.

Administration granted to the widow. What is received by her and paid.

Great part of personal estate consisted in debts in trade, &c.

Agreement to name trustees.

Trustees named particularly.

One party don't fulfil said agreement; others take upon themselves the same.

A sum has been laid out in *South-Sea* annuities to secure the widow's 200*l. per ann.* till she is in possession of her jointure. After that to go towards payment of debts, &c. in court.

Q. R. impowers *O. P.* to receive the dividends.

Of the surplus (if any) the widow will be intitled to her distributive share.

Extraordinary charges of the funeral, &c. to be deducted.

Consideration.

agreements as are herein after mentioned ; *And* to this end and purpose, the said *A. B.* named the said *O. P.* her father, for and on her behalf, and the said *B. B.* the father, named the said *T. J.* for and on his behalf, and the said creditors, parties to these presents, named the said *Q. R.* for and on the behalf of themselves and other the simple contract-creditors of the said *B. B.* deceased ; to which all the said parties to these presents agree ; but afterwards the said *B. B.* the said father, delaying the establishing of the said agreement, and after the same was settled by counsel named and appointed for that purpose by consent of all parties, absolutely refused to confirm or join the said agreement ; and therefore the said *O. P.* and *Q. R.* at the request of the said *A. B.* and the said *C. D. E. F. G. H. J. K.* and *L. M.* the said simple contract-creditors, parties to these presents, have agreed to take upon themselves the said trust : *And whereas* the sum of, £*c.* part of the said intestate's personal estate is already laid out in the purchase of 5000*l. South-Sea* annuities, in the name of the said *O. P.* in order to secure the payment of the said annual sum of 200*l.* to the said *A. B.* until she shall be in possession of her jointure, pursuant to the true intent and meaning of the said recited agreement and settlement ; the produce of which said *South-Sea* annuities, after the payment of the said 200*l. per annum*, and also the said *South-Sea* annuities after the said *A. B.* shall be possessed of her jointure, shall be applied towards payment of the said mortgaged debts and other demands herein before mentioned ; and that on such payments, the said mortgage shall be assigned to attend the freehold and inheritance of the said mortgaged premises, or otherwise assigned for the better securing the said 200*l.* a year, and payment of the said intestate's debts by mortgage ; and after payment thereof, the residue shall by the said trustees be applied towards payment of the debts by specialty, and then the other debts, in a course of administration ; *And* it is further agreed, that the said *Q. R.* shall empower the said *O. P.* to receive the dividends of the said *South-Sea* annuities, in order to pay thereout the said 200*l. per ann.* to the said *A. B.* *And whereas* there may be a surplus of the said intestate's estate whereby the said *A. B.* in such case will be intitled to a distributive share of such surplus, and in regard the said creditors have consented to indemnify the said *A. B.* against all other creditors of the said intestate ; therefore the said *A. B.* hath agreed that all extraordinary expences of the funeral, and all extraordinary costs and expences of the said creditors, parties to these presents, shall bear, sustain, and be put unto in defending the said *A. B.* pursuant to their aforesaid covenant, shall in the first place be deducted and paid to the said creditors, parties to these presents, before the said *A. B.* shall receive any part of the said surplus ; and that the said *A. B.* shall only receive what shall remain after the deduction of such charges and expences, and no more ; and so as such other persons who shall be intitled to the residue of the said intestate's distributive estate, do allow their proportionable share of all the said extraordinary expences, except those of the said funeral, which are to be allowed by the said *A. B.* only : *Now this Indenture witnesseth*, That the said *A. B.* in pursuance of the said agreement, and for and in consideration of the premises, to the end, intent and purpose herein before recited and mentioned, in consideration of the sum of 5*s.* of, £*c.* to her the said *H. B.* in hand paid by the said *O. P.* and *Q. R.* at, £*c.* (at the request and by the direction and appointment of the said *C. D. E. F.* &c.

The creditors of the said B. B. parties to these presents, on the behalf of themselves and other the simple-contract creditors of the said C. B. testified, &c.) *Hath* assigned, &c. unto the said O. P. and Q. R. their, &c. All that messuage, &c. at and under the rent, &c. Subject nevertheless to such agreements as the said A. B. hath made with one J. W. of, &c. touching the sale of the lease of the said house, and part of the household goods therein, and the money arising by such sale to be paid to the trustees; And also all and singular the household goods and furniture of the house, plate, linen, pewter, brass, coppers, beds, bedding, and other things of what nature or kind soever; And also all the shop goods, tobacco, stock in trade, utensils, and other goods and chattels of what nature or kind soever, in or upon the said premises, or to her the said A. B. as administratrix of the said B. B. deceased, in any wise of right belonging and appertaining; And also all and every the debts and sums of money belonging, due and owing, or payable to her the said A. B. as administratrix of her said husband, in the first schedule hereunto annexed mentioned: And also all other the goods and chattels whatsoever; And also all and every the debts so due and owing, or to grow due and owing to the said A. B. and contracted by and from any person or persons whatsoever before the day of the date of these presents, and all her estate, &c. of, in and to the same and every part, &c. The wearing cloaths, wearing apparel, and all other the wearing and ornamental things of her the said A. B. and the furniture of a room, as of, and for her paraphernalia, and the plate and other things in the said second schedule mentioned, only excepted; To have, &c. (except, &c.) and so subject as aforesaid, unto, &c. for ever by these presents; And, &c. (Declaration by all the parties, that the premises are assigned upon trust to be sold, debts to be got in, dividends and stock to be applied in payment of the mortgage and specialties, and then the simple-contract debts as in the above agreement, and till payment shall put money received out at interest for the benefit of the creditors and parties intitled to the surplus, and, as soon as conveniently may, apply the same in discharge of the intestate's debts, according to the statute of distribution;) And the said A. B. for herself, &c. doth covenant, &c. O. P. &c. that it shall and may be lawful to and for the said O. P. and Q. R. their agents or servants, or whomsoever they shall direct and appoint from time to time to enter into, continue and remain in the dwelling-house and ware-houses aforesaid, where the said goods and chattels hereby assigned and set over now are, and to take the same or any part thereof into their custody and possession, and sell the same here, if they shall think fit, and also to take, remove and carry away the same from thence, and sell them elsewhere, without any let, denial, hindrance, trouble, interruption, embeizlement, withholding or concealing the same, or any part thereof by her the said A. B. her executors or administrators, or any other person or persons, by, or with her or their knowledge, privity, consent or procurement. (And that she, &c. will not receive any of the debts, nor release the same; and appoints the trustees her attorneys to receive her debts, &c. that the widow will not become nonsuit, &c. without trustees consent. Further assurance) And further, that it shall and may be lawful for the said O. P. and Q. R. in case there shall be any surplus of the said intestate's estate after payment of his debts, to deduct out of such surplus, so far as the same will extend, all extraordinary expences of the funeral, and all other

Assignment of leasehold premises.

Subject, &c.

Household goods. Stock in trade.

Debts

Paraphernalia, &c. excepted.

Declaration of the trust.

The widow covenants that the trustees and their servants shall continue in the house and sell the goods.

Will not receive, nor release.

Letter of attorney. Further assurance, &c. Expences to be deducted out of the surplus.

Creditors covenant to accept this assignment, in full of their demands.

Provided she don't hinder the trustees from acting, &c. as aforesaid.

Creditors on payment to deliver up securities.

These presents to operate as a release.

Indemnity of the widow.

other charges, pursuant to the said recited agreement. *And this Indenture further witnesseth,* That they the said C. D. E. F. &c. creditors of the said B. B. deceased, parties to these presents, on behalf of themselves and other simple-contract creditors of the said B. B. deceased, for and in consideration of the grant and assignment hereby made to the said O. P. and Q. R. with which they and every of them acknowledge themselves to be fully contented, each and every of them for himself severally and apart, and for his and their several and respective heirs, &c. and his and their several acts, only, and not jointly, or one for another, do, and doth hereby covenant, &c. to and with the said A. B. to take the grant and assignment so as aforesaid made to the said O. P. and Q. R. in full discharge of their respective claims and demands, as also in full of all other the demands of the intestate creditors by specialty, simple-contract, or otherwise, which he, she, or they may, might, or could have or claim from the said A. B. her, &c. *So as and provided* the said A. B. her, &c. do and shall, in every thing conform and act with the said trustees, and do nothing to hinder or retard them in having and receiving all the estate and effects which the said B. B. her late husband died possessed of, or any ways intitled to except as aforesaid, or otherwise in the execution of the trust hereby in them reposed, according to the true intent and meaning hereof. *And in such case* they the said creditors, parties to these presents, that is to say, each and every of them, by, and for himself doth, and do covenant, &c. upon payment of their respective debts, or such part thereof as the estate and effects of the said B. B. deceased, hereby assigned and set over, or intended so to be, will amount unto, rateably and proportionably according to their respective debts, when the same shall be collected and gathered in as aforesaid, to deliver up to her the said A. B. or her executors or administrators or to the said trustees for her or them, all bonds, bills, notes and securities which they or any of them have or can come at, for, touching or concerning any of their debts or demands, or otherwise shall be required to release, and do hereby release and discharge her the said A. B. her, &c. of and from all manner of actions, &c. from the beginning of the world unto the day next before the date of these presents; *And this present indenture shall accordingly operate,* and be a full, general and absolute release and discharge to the said A. B. her, &c. from and against all and every of them the said creditors, parties to, and who shall execute these presents by themselves or others by them authorized, their respective executors and administrators, and all other the creditors of the said B. B. deceased, and shall and may at all times be so pleaded and picadable in any court of law or equity. *And further,* They the said creditors above named, parties, &c. for themselves severally, do covenant, &c. to and with the said A. B. her, &c. that they the said creditors, parties hereto, their, &c. shall and will, well and sufficiently save, defend, keep harmless and indemnified, the said A. B. her, &c. of, from and against all manner of arrests, costs, charges, damages and expences which she or they shall or may suffer, sustain, or be liable unto, as administratrix to the said B. B. for or by reason or means of any action, arrest, suit, or process commenced or to be commenced against her or them in the name or names, or by the means or procurement of any of them the said creditors, parties hereto, or any other creditor of the said B. B. deceased, contrary to the true intent and meaning

these presents; and also by reason or means of making this present agreement and assign ment pursuant thereunto; or her the said *A. B.* her, &c. her or their name or names being at any time made use of in any action, &c. to be commenced by, for, or in recovering, having and receiving the premises, so as aforesaid assigned and set over to the said, &c. for the purposes aforesaid, or any wise relating thereto or to these presents; *And* that if it shall happen that any surplus shall remain in the hands of the said *O. P.* and *Q. R.* by means of the assignment so to be divided, them made as aforesaid, after the securing thereof, in the first place, the said 200*l.* *per ann.* to and for the use of the said *A. B.* during her life, according to the said above in part recited settlement, and all other the debts of the said *B. B.* deceased, by mortgage or specialty, according to the true intent and meaning of these presents, and satisfaction of all the said creditors, parties, &c. their respective debts, and the trustees their charges; that then such surplus (if any) shall be paid, distributed and divided to and amongst such person and persons as shall be intitled thereto, in a due course of administration, subject as aforesaid, and according to the statute of distribution of intestates estates in that case made and provided; any thing, &c. *Provided always,* and it is hereby declared and agreed, by and between the said parties to these presents, that nothing herein contained shall be construed to bar or hinder the said creditors, or any of them, in case the said personal estate shall prove deficient or be exhausted, or any wise applied to the payment of the said debts on mortgage or specialty, by all lawful ways, &c. to recover their respective debts out of the real estate of the said *B. B.* deceased, descended to the said *L. B.* his brother and heir. (*Proviso, that if O. P. shall die in the life of A. B. before the trusts performed, she may appoint another trustee; so may the creditors if Q. R. dies. Trustees not to be answerable, &c.*) *And it is hereby further declared and agreed,* by, &c. all, &c. and it is the true, &c. that when and so soon as there shall be sufficient to discharge the principal and interest due on the said mortgage and other debts by specialty, that the same shall be paid off and discharged in a course of administration, and the said several securities shall be assigned to the said trustees in such manner as counsel shall advise, in order to protect the jointure of the said *A. B.* from any incumbrance that may be thereon, and to protect the same, and to charge the real estate of the said *B. B.* in case the personal estate shall be deficient to pay the whole debts due from the said intestate, in case of the personal estate, for the benefit of the said *Q. R.* and other the creditors of the said *B. B.* but not so as to prejudice the jointure of the said *A. B.* *And further also,* That when and as soon as there shall be received and got in, by the said trustees, out of the estate and effects of the said intestate, the sum of 1000*l.* over and above and after satisfaction and discharge of the several debts by mortgage and specialties, and the said 200*l.* *per ann.* to the said *A. B.* that the said sum of 1000*l.* shall be divided amongst all the simple-contract creditors, parties to these presents, or who shall appear to be just creditors of the said intestate, equally and proportionably according to their respective debts; and so from time to time as soon and as often as 1000*l.* more shall be raised and got in, they the said *O. P.* and *Q. R.* do hereby respectively, and not one for the other, covenant, &c. to and with the said *C. D.* and *E. F.* and other the creditors of the said *B. B.* parties, &c. to pay and divide accordingly. *In witness, &c.*

Proviso, in case a personal estate falling short, &c.

In case of trustee's death. Declaration, that after debts paid securities to be assigned to protect the jointure.

*As soon as 1000*l.* is received and debts paid, it shall be divided amongst creditors.*

An Assignment of Debts as a Security in Trust for Creditors, being all the Satisfaction the Assignor is capable of making; with a Proviso, that if all his Creditors do not execute a Letter of Licence in a limited Time, this Assignment to be void.

Recitals.

Assignor indebted.

Time for payment necessary to be given.

Assignment.
Letter of attorney.
Proviso that unless all the creditors shall execute a letter of licence, this deed to be void.

THIS INDENTURE, &c. *Whereas, &c. (Recital that the assignor is indebted to several persons in the first schedule underwritten named, in the sums set against their names,) which he is not at present in a capacity to pay, or of making a provision for the payment of, otherwise than by and out of the several debts due and owing to him the said A. B. in the way of his trade, and, which are mentioned and set down in the second schedule hereunder written: And whereas, in consideration that some time is necessary to be allowed for the collecting and getting in of those debts so due and owing to the said A. B. and that without the indulgence of such of his creditors, and their forbearance in the mean time to sue, prosecute, or otherwise molest him, he the said A. B. will not be able to carry on and follow his trade and business, in order to his support and maintenance, such the creditors of the said A. B. upon the intercession of B. B. of, &c. father and principal creditor of the said A. B. have agreed to give and grant unto him the said A. B. letters of licence and forbearance, for so long time as and until ———, upon making such provision for the payment of their respective debts, as by this deed or instrument is intended, as herein after is mentioned: Now, &c. (Assignment upon trusts.) And for the better, &c. (Letter of attorney.) Provided always, and these presents are upon this condition nevertheless, that unless all and every the creditors of the said A. B. in the said first schedule hereunder written named, shall, within one week now next ensuing the date hereof, well and truly execute unto the said A. B. such letter of licence and forbearance as aforesaid, of even date with these presents, and every thing herein contained, shall be utterly void and of no effect; any thing, &c. In witness, &c.*

An Assignment of a Debt for securing a Debt owing to the Assignee by the Assignor, with Proviso to be void on Payment of the said last mentioned debt.

KNOW, &c. That I B. M. of, &c. in consideration of the sum of, &c. now justly due and owing by me to W. B. of, &c. and for the better securing the payment of the same to the said W. P. Have bargained, sold, assigned, &c. and by, &c. Do, &c. unto the said W. P. all that debt or sum of, &c. which is now due and owing to me from J. H. of, &c. for goods sold and delivered by me to the said J. H. or his order, before the day of the date hereof, and all my right, &c. To hold to the said W. P. his executors, &c. from henceforth, to his and their own proper use and behoof for ever, under the proviso and condition herein after mentioned: And I do hereby constitute, &c. (Letter of attorney.) And I do hereby covenant, &c. (Has not done, nor will do any act to hinder assignee from receiving the debt, but will do further acts, &c. as usual.) Provided always, That if I the said B. M. my executors, administrators and assigns, shall well and truly pay, or cause, &c. unto the said W. P. his, &c. the said sum of, &c. within, &c. next ensuing

ensuing the date hereof, then this present assignment, and every article and clause herein contained, shall become void and of no effect. *In witness, &c.*

An Assignment by the Assignee under a Commission of Bankruptcy (by the Consent and Direction of the rest of the Creditors) of the (a) Bankrupt's Effects, to one of the Creditors, who (by Agreement) advances 8s. in the Pound, which the other Creditors,, agree to accept.

THIS INDENTURE, made, &c. Between W. P. of, &c. (the Assignee under the commission) of the first part, D. N. late of, &c. (against whom a commission of bankruptcy hath been lately awarded) of the second part, P. N. of, &c. T. C. and J. G. of, &c. T. N. of, &c. D. B. of, &c. B. H. of, &c. R. T. of, &c. and J. W. of, &c. creditors of the said D. N. of the third part, and M. H. of, &c. (trustee) of the fourth part. *Whereas* his majesty's commission under the great seal of Great Britain, grounded upon the several statutes made concerning bankrupts, bearing date at Westminster the 4th day of July last past, hath been awarded against the said D. N. directed to N. G. T. L. and B. J. esqrs. J. W. and J. B. commissioners in the said commission named, thereby giving full power and authority unto them the said commissioners, four or three of them, to execute the same; as by the said commission may more fully: *And whereas* the major part of the said commissioners having began to put the said commission in execution, and upon due examination of witnesses, and otherwise, found that the said D. N. for a year then last past and upwards used and exercised the trade and business of a victualler and dealer in horses, and bought, sold and traded in buying and selling, and endeavoured to get his living thereby, as others of his trade and business used to do, and by that means became justly and truly indebted to the said W. P. in the sum of 439*l.* 4*s.* 6*d.* for goods sold and delivered, and in the further sum of 40*l.* for money lent, and to divers other persons his creditors, parties hereto, in several sums of money; and the said D. N. in the judgment of the major part of the said commissioners, had become a bankrupt, to all intents and purposes, within the compass, true intent and meaning of the several statutes made concerning bankrupts, or with some or one of them, before the date and suing forth of the said commission: *And whereas* the said T. L. J. W. and J. B. (being the major part of the said commissioners in the said commission named) Did by examination upon oath of the said D. N. and otherwise, find that the said D. N. at the time and since he became a bankrupt as aforesaid, was possessed of divers houses, goods, household stuff and implements of household, all which they the major part of the said commissioners did cause to be seized by virtue of their warrant: *And whereas* pursuant to an advertisement in the London Gazette for that purpose inserted, the creditors of the said D. N. appeared, at a meeting of the major part of the said commissioners for that purpose, at Guildhall, London; and the said

Recitals, viz.
As to the
commission.

As to his be-
ing found a
bankrupt,

and being
indebted, &c.

As to his be-
ing possessed
of several
houses,
good, &c.
and the sei-
zure thereof
by the com-
missioners
warrant.

As to an ad-
vertisement

said

(a) For bargains and sales, and assignments of bankrupts effects, See Tit. Bargain and Sale; and for deeds of distribution of bankrupts effects, See Tit. Distribution.

in the *Gazette*,
and choosing an
assignee
hereon.

As to the
commissioners
assignment to
Mr. P. the
assignee.

The premises
as to the
houses.
As to his
household
goods, stock
and debts.

Proposal by
one of the
creditors to
the rest, to
pay them 8s.
in the pound,
which they
agree to ac-
cept, &c.

Consideration.

said *W. P.* being by the major part of the said *D. N.*'s creditors in value, who had proved, or then and there did severally prove their debts; every of them amounting to above 10*l.* was nominated and chosen to be assignee of the estate and effects of the said *D. N.* according to the form of the statute in that case made and provided: *And whereas* by indenture of assignment bearing date on or about the — day of — now last past, and made or mentioned to be made between the said *T. L.* esq; and the said *J. W.* and *J. B.* gent. of the one part, and the said *W. P.* of the other part, (reciting as herein before is recited) *It is witnessed*, that the said commissioners (parties thereto) by force and virtue of the said commission, and of the several statutes whereupon the same was grounded, and for the considerations therein contained, by and on the part and behalf of the said *W. P.* his heirs, executors and administrators, to be done and performed, *Did order*, assign and set over (as much as in them lay) unto the said *W. P.* *All* those five houses, &c. *And also* all and singular the goods, household stuff, implements of household and stock in trade; and also all and singular other the goods and chattels, debts, sum and sums of money, rights and credits then due and owing unto the said *D. N.* and all other the personal estate of the said *D. N.* and all and all manner of benefit and advantage thereof, and of every part thereof; *To hold* the same and every part and parcel thereof unto the said *W. P.* his executors, administrators and assigns, *In trust nevertheless* to and for the use, behoof, benefit and advantage of the said *W. P.* and all and every the creditors of the said *D. N.* who had then sought, or thereafter in due time should seek relief, and come in as creditors under the said commission, according to the direction and limitation of the several statutes in that behalf made and provided, and to and for no other use, intent or purpose whatsoever, as in and by the said recited indenture, &c. *And whereas*, since the making and executing of the said indenture of assignment, the said *T. N.* one of the creditors of the said bankrupt, and a party hereto, hath proposed to the rest of the said creditors of the said bankrupt to advance and pay to them respectively the sum and after the rate of 8*s.* for every pound sterling, and so in proportion for every greater or lesser sum to them severally and respectively due and owing from the said bankrupt, upon the goods, debts, effects and personalty of the said bankrupt, assigned as aforesaid to, and now remaining unconverted into money, and not disposed of, in the hands of the said assignees, together with the produce of such debts and effects as have already been made or received, after deduction of all charges and expences of and attending the said commission and the execution thereof, and of the assigned trust, being paid, assigned and transferred, to, or to the order of the said *T. N.* *And whereas* all the said creditors, being well satisfied that the same is the value or more than the said bankrupt's estate and effects will produce, have consented and agreed to accept the said sum after the rate of 8*s.* for every pound sterling, and so in proportion as aforesaid, in full satisfaction for the whole of the debts to them respectively due and owing from the said bankrupt: *Now this Indenture witnesseth*, that the said *W. P.* and the said *R. M. T. C. J. G. J. N. D. B. B. H. R. T.* and *J. W.* being all the creditors of the said *D. N.* who have sought relief under the said commission, in pursuance and execution of the said agreement; and also for and in consideration of the sum of 8*s.* for every 20*s.* or pound sterling, and so in proportion for every greater or lesser sum so due and owing to them

them respectively from the estate of the said *D. N.* as aforesaid, to them in hand severally paid by the said *N. H.* at or before the sealing and delivery of these presents, that is to say, The sum of 19*l.* 14*s.* in full for the sum of 479*l.* 4*s.* 6*d.* due to the said *W. P.* the sum of 44*l.* in full for the sum of 110*l.* 1*s.* due to the said *R. N.* The sum of 7*s.* 6*d.* in full for the sum of 18*s.* due to the said *T. C.* The sum of 5*l.* 1*s.* in full for the sum of 12*l.* 13*s.* due to the said *J. G.* The sum of 30*l.* in full for the sum of 50*l.* due to the said *T. N.* The sum of 12*l.* in full for the sum of 30*l.* due to the said *D. B.* The sum of 20*l.* in full for the sum of 50*l.* due to the said *E. H.* The sum of 6*l.* 17*s.* in full for the sum of 17*l.* 2*s.* 6*d.* due to the said *R. T.* The sum of 31*l.* 4*s.* in full for the sum of 52*l.* 19*s.* 9*d.* due to the said *J. W.* the receipt and payment of which said several sums the said *W. B. & al'* do hereby severally and respectively acknowledge, and themselves therewith to be fully contented, satisfied and paid, and thereof and therefrom, and of and from every part and parcel thereof do, and each and every of them doth acquit, release and discharge the said *N. H.* his executors and administrators for ever, by these presents; *All* which said several sums paid in manner aforesaid, are hereby declared to be paid with the proper money of the said *T. N.* he the said *W. P.* (at the request, and by the direction and appointment of the said *R. N. & al'* and also of the said *D. N.* the bankrupt, testified by their being made parties hereto, and their sealing and delivery hereof) *Hath* bargained, sold, assigned, transferred and set over, and by these presents *Doth* absolutely, and as much as in him lies, and he lawfully may, bargain, *&c.* unto the said *T. N.* his executors, administrators and assigns; *And* also the said *D. N.* as much as in him lies, *Hath* bargained, sold, released, ratified and confirmed, and by these presents *Doth* bargain, sell, release, ratify and confirm unto the said *T. N.* his executors, administrators and assigns, *All* those the said five houses, *&c.* *And also all* and singular other the goods and chattels, debts, sum and sums of money, rights and credits due and owing unto the said *D. N.* at the time he became a bankrupt, and all other the personal estate of the said *D. N.* and all manner of benefit and advantage thereof, and of every part thereof, as fully and effectually to all intents and purposes whatsoever, as the said messuages, goods and other effects late of the said *D. N.* the bankrupt, which were assigned to the said *W. P.* might have been held and enjoyed by virtue of the said recited commission of bankruptcy and indenture of assignment, *In Trust* for himself and other the said creditors, parties to these presents, together with the said recited commission and indenture of assignment, and all benefit and advantage to accrue thereby, (the release of the bankrupt's dwelling house, and the goods for which Mr. S. contracted, and the effects converted into money, and for all which the said *W. P.* hath now accounted to the satisfaction of all the parties, only excepted;) *To have and to hold* the said messuages or dwelling-houses, and all and singular other the goods and chattels, debts, sum and sums of money, rights or credits whatsoever, and every part and parcel hereof, unto the said *N. H.* his executors, administrators and assigns, in trust nevertheless for the sole use, benefit and advantage of the said *T. N.* his executors, administrators and assigns, and to and for no other use, intent or purpose whatsoever *And this Indenture further witnesseth,* that for the considerations aforesaid they the said *R. N. & al'* *Have*, and each and every of them *Hath* remised, released, and for ever quit-

Assignment of houses.

Goods, debts, &c. of the bankrupt.

Exception.

Habendum.

Release of debts to the assignee.

claimed,

Letter of attorney.

A covenant to indemnify touching present assignment.

claimed, and by these presents for themselves severally and respectively, and their several and respective executors and administrators, *Do*, and each and every of them *Doth* remise, release, and for ever quit-claim unto the said *W. P.* his executors and administrators, *All* their and each and every of their said several and respective debts and demands which they have or ever had, or which they or any of them is or are intitled to have, claim or demand, of or from the said *W. P.* as such assignees as aforesaid, or by or out of the estate and effects of the said *D. N.* the bankrupt, which by virtue of the said commission and indenture of assignment herein before recited were or are vested in the said *W. P.* And the said *W. P.* doth by these presents make, ordain, constitute and appoint the said *N. H.* his true and lawful attorney, *In Trust nevertheless* for the said *T. N.* as aforesaid, irrevocable, in his name, place and stead, to demand and receive of and from all and every person and persons whatsoever, all and every sum and sums of money, debt and debts, and other effects due owing or belonging to the said bankrupt's estate, assigned to the said *W. P.* as aforesaid, and not already converted into money, disposed of or by him received; and also to sue and prosecute all and every such action and actions, suit and suits, as he the said *N. H.* shall think proper and needful for the recovering and getting in all or any of the said debt or debts belonging to the said estate of the said *D. N.* the bankrupt, and to do all such acts and things whatsoever which shall be from time to time thought needful and requisite for the recovering and getting in of the same, and to give releases and discharges for the same, and to make, seal and execute all and every such act and things whatsoever as the said *N. H.* shall think proper, but for the sole use benefit and behoof of the said *T. N.* his executors, administrators and assigns: And the said *N. H.* and *T. N.* for themselves severally and respectively, and for their several and respective executors, administrators and assigns, do hereby covenant, promise and agree, to and with the said *W. P.* his executors and administrators, by these presents, that they the said *N. H.* and *T. N.* their executors, administrators and assigns, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *W. P.* his heirs, executors and administrators, and his and their bodies, lands, tenements, goods and chattels, of and from all and all manner of actions, suits, costs, losses, damages and expences whatsoever, which he or they shall or may sustain or be put unto for or by reason of the premises, or of the above recited indenture of assignment, or of his executing a counterpart thereof, or of this present deed of assignment, or any other matter or thing by him lawfully done or executed by virtue of the said commission, or his lawful intermeddling or dealing in or concerning the premises, by force, virtue or colour thereof; and also of, from and against all other debts, claims and demands made or to be made by any other person or persons whatsoever upon or out of the said bankrupt's estates and effects, or upon or against the said *W. P.* as he is such assignee thereof as aforesaid, his heirs, executors or administrators. *In Witness, &c.*

An Assignment of an Assignment of Debts to pay Creditors, &c. the first Assignee refusing to act.

THIS INDENTURE TRIPARTITE, made, &c. *Between A.* of the first part, *B.* of the second part, and *C.* of the third part. *Whereas* the said *A.* on the date hereof doth justly owe and is indebted unto the several persons his creditors, whose names and particular debt against every such person's name are set forth in a schedule hereunder written, intituled, The first schedule: *And whereas* the said *A.* by reason of losses and other misfortunes, is now obliged to abscond from his trade and habitation, and is rendered incapable of paying each creditor their full respective debts: *And whereas* there is now justly due and owing to the said *A.* from the several persons, the respective debts or sums of money set forth against every such person's name, and which are mentioned in another schedule hereunder written, intituled, The second schedule; *Which* last mentioned debts so due to him the said *A.* Have been by him assigned to the said *B.* and his assigns, *In Trust* and to the intent (when received) to be by him or them paid to the said creditors of the said *A.* proportionably, according to their respective debts, as far as the same will extend to pay and satisfy: *And whereas* the said *B.* not having received any of the said debts, and declining to act in the said trust, *Has* agreed to relinquish the same, and to assign the same debts to the said *C.* *Nevertheless upon the trusts* and purposes and in such manner as herein after mentioned: *Now this Indenture witnesseth,* That in performance of the said agreement, and for £s. of lawful money to the said *B.* in hand paid by the said *C.* at or before the executing hereof, and for other good considerations him thereunto especially moving, *He* the said *B.* *Has*, and by these presents *Doth* absolutely renounce, relinquish and quit-claim all his right, title and interest whatsoever, of, in or to the said trust, debts, monies and premisses so assigned to him as aforesaid; *And* for the considerations aforesaid, *He* the said *B.* (by the direction and appointment of the said *A.* testified by his being a party to and executing hereof) *And also* the said *A.* *Have*, and each of them *Has*, and by these presents *Do*, and each of them (as much as in them lieth, or they or either of them can or lawfully may) *Doth* absolutely assign, transfer and set over unto the said *C.* his executors, administrators and assigns, all and singular the said several debts and monies in the said second schedule hereunder written, mentioned and expressed, and all the right, interest, property, claim and demand whatsoever or howsoever of them the said *A.* and *B.* or either of them, of, in or to the said hereby assigned debts, monies and premisses: *To have*, hold, receive, take and enjoy, all and singular the said hereby assigned debts, monies and premisses, unto and to the use of the said *C.* his executors, administrators and assigns, from henceforth, as and for his and their own proper monies; *Nevertheless upon the several Trusts, &c.* (Setting forth the trusts; and then add a letter of attorney.) *In witness, &c.*

Debts owing.

Unable to pay debts due.

Assigned,

but not received, the former assignee refusing to act.

Relinquishment of right to the debts assigned, and new assignment by the direction of the former assignor.

XIV. Assignments of * Debts in Consideration of Money paid, and of Dissolving Partnership, &c.

An Assignment by a Baron and Feme, the Feme being Administratrix of her Father's Goods, &c. of all Debts due to the Father's Estate on Bonds, Judgments, Notes, Books, &c. (except two Debts) in Consideration of a Sum of Money paid, with Letter of Attorney and pr per Covenants.

Recital of debts due to the intestate *W. N.* on bond, judgment, assignment, &c. Many of them bad.

Agreement for assignment.

Consideration.

Assignment.

THIS INDENTURE, made, &c. *Between F. B. of, &c. esq. and D. his wife, (daughter and administratrix of the goods and chattels, debts and credits of W. N. late of, &c. deceased) of the one part, and W. L. of, &c. of the other part. Whereas there are several debts upon bond, judgment, assignment, note, book or otherwise, now due and owing from several persons to the estate late of the said W. N. which now belong to and are the property of the said F. B. and D. his wife (as being such administratrix as aforesaid: And whereas most of the said debts being of long standing, few of them good, and the greatest part of them bad and desperate, and in regard of the trouble and great expence and charge which the said W. L. may be at in getting in such of the said debts as may prove good, they the said F. B. and D. his wife, in consideration of the sum of 100*l.* to them paid by the said W. L. as herein after mentioned, have agreed to make an absolute assignment of all and every the said debts, both good and bad, unto and to and for the only use and benefit of him the said W. L. his executors and assigns, in such manner, and except as herein after is in that behalf mentioned and expressed: Now this Indenture witnesseth, That in pursuance and performance of the said recited agreement, and for and in consideration of the said sum of 100*l.* of, &c. to them the said F. B. and D. his wife, or one of them, in hand well and truly paid by the said W. L. at, &c. in full for the absolute purchase of all the right and interest of them the said F. B. and D. his wife, of, in and to the said hereby assigned debts, monies and premises, the receipt of which said sum of 100*l.* they the said F. B. and D. his wife do hereby acknowledge, and thereof, &c. the said W. L. his executors, administrators and assigns, and for divers other, &c. they the said F. B. and D. his wife, Have, and each of them hath bargained, sold, assigned, transferred and let over, and by these presents Do, and each of them Doth freely clearly and absolutely bargain, &c. unto the said W. L.: All and every the said debts both good and bad, and sums of money whatsoever as are now due and owing by virtue of any judgments, bonds, notes, books, or otherwise howsoever, from all and every persons whomsoever and wheresoever, to the estate late of the said W. N. deceased, or to them the said*

* See before in the last division for assignment of debts, &c. in satisfaction of creditors.

Note; Debts by the common law are not properly assignable. See the notes under the first page of assignments.

said *F. B.* and *D.* his wife, or either of them, as his representatives by virtue of the said administration, or otherwise howsoever, (other than and except a debt due from *W. V.* late of *London*, merchant, and one other debt due from the late earl of *T.* deceased,) together with all and every the bonds, judgments, notes and all interest-monies due thereon, and also all books of account, and all and every other the vouchers, papers and writings whatsoever, touching or concerning the same, and together also with all benefit and advantage whatsoever to be had or made of the same; and also all right, title, interest, property, claim and demand whatsoever, both at law and equity, of them the said *F. B.* and *D.* his wife, or of either of them, or of any person or persons in trust for them, or either of them, of, in, to or out of the said hereby assigned debts, monies and premisses, and every part and parcel thereof, by virtue of the said administration, or otherwise howsoever; *To have, hold, receive, take and enjoy the said debts, monies, and all and singular other the herein before mentioned and intended to be hereby assigned premisses (except as aforesaid) unto and to and for the only use and benefit of him the said W. L. his executors, administrators and assigns, as and for his and their own proper monies from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as they the said F. B. and D. his wife, or either of them, their or either of their executors or administrators, could or might have had, received or enjoyed the same, in case these presents had not been made. And for the better and more effectual enabling him the said W. L. his executors, administrators and assigns, to recover and receive all and singular the hereby assigned debts, monies and premisses, to and for his and their own use and benefit, they the said F. B. and D. his wife, for the considerations aforesaid, Have and each of them Hath, and by these presents Do, and each of them Doth nominate, &c. the said W. L. his, &c. the true and lawful attorney and attorneys of them the said F. B. and D. his wife, in their or of either of their names, or otherwise, to act, demand, sue for, recover and receive, of and from — and all and every other persons whomsoever, who are any ways indebted to the estate late of the said W. N. or his representatives as aforesaid, all and singular the said hereby assigned debts, sums of money and premisses, (except the aforesaid two debts,) and upon receipt thereof, or of any part thereof, in the names of the said F. B. and D. his wife, or either of them, or otherwise, to give proper and sufficient discharges for the same, and upon non-payment thereof, or of any part thereof, in their or either of their names, to commence any action or suit, either at law or in equity, and the same to carry on to effect, for the recovery and receipt of the said hereby assigned debts, monies and premisses; and they the said F. B. and D. his wife, do hereby give and grant unto the said W. L. his executors, administrators, and assigns, their and each of their full, whole and absolute power, as well for the suing for, recovering, obtaining and receiving, as also for the releasing, compounding and discharging of all and every the said hereby assigned debts, monies and premisses (except as aforesaid,) and that as fully, &c. and finally they the said F. B. and D. his wife, and each of them, do hereby establish, ratify, &c. And the said F. B. for himself, and for the said D. his wife, and for their respective executors and administrators, doth hereby covenant, promise and agree, to and with the said W. L. his, &c. in manner as follows; (to wit,) That they the said F. B. and D. his wife, or either*

Habendum.

Letter of attorney.

Covenant, viz. By husband for himself & Ux^r, that the debts

either

are not discharged, nor will they discharge them.

Nor revoke any power given to the assignee. But shall do any further act, &c.

Covenant to indemnify the assignors.

either of them, have not at any time heretofore assigned, released or discharged, all or any of the said hereby assigned debts, monies and premisses (except only as to the two debts aforesaid,) Nor shall or will at any time hereafter receive, release or discharge the same, or any of them; nor shall or will disavow, discontinue, release or discharge any action or suit, which at any time shall be brought or commenced by the said *W. L.* his, &c. for the recovery and receipt of the hereby assigned debts, monies and premisses, or any part thereof; nor revoke or countermand any power or authority hereby given to the said *W. L.* his, &c. without his or their consent in writing first had for that purpose; But shall and will at any time or times hereafter, at the request and charge of the said *W. L.* his, &c. make, do, and execute, or cause or procure to be made, done or executed, all and every such further acts and things whatsoever, as well for the corroborating and strengthening of these presents, as also for the better and more effectual enabling the said *W. L.* his, &c. to recover and receive all and singular the said hereby assigned debts, monies and premisses (except as aforesaid) to and for his and their own use and benefit, as by his or their counsel in the law shall in that behalf be reasonably advised or required. And lastly, the said *W. L.* for himself, his executors, administrators and assigns, doth hereby covenant with them the said *F. B.* and *D.* his wife, their executors and administrators, that he the said *W. L.* his, &c. shall and will from time to time, and at all times hereafter, save, keep harmless and indemnified the said *F. B.* and *D.* his wife, their, &c. and their and every of their goods and chattels, lands and tenements, of, from and against all costs, charges, damages and expences whatsoever, which shall or may any way fall upon, or be come by, or be recovered against the said *F. B.* and *D.* his wife, their executors or administrators, by means or occasion of any action or actions, suit or suits that shall or may be brought by, or prosecuted in the name of them the said *F. B.* and *D.* his wife, or either of them, their or either of their, &c. for the recovery of any of the said hereby assigned debts, by virtue of these presents, or of any power or authority hereby given unto the said *W. L.* his, &c. In witness, &c.

A receipt to be indorsed for the 100l. consideration money.

An Assignment by a Widow an Executrix, and her Son, of Debts owing to the Testator on several Kinds of Securities, viz. Judgments, Recognizances, Bonds, Assignments, &c. in Consideration of Money, wherein is recited several Defeasances, Declarations and Covenants between the Debtor and Creditors, &c.

THIS INDENTURE, made, &c. Between *E. W.* of, &c. (widow and executrix of the last will and testament of *H. W.* late of *Lincoln's-Inn* in the said county of *Middlesex*, gent. deceased,) and *R. W.* of *Staple's-Inn*, *London*, gent. (eldest son and heir of the said *H.* and *E. W.*) of the one part, and *W. H.* sen. of, &c. gent. of the other part. Whereas *J. B.* late of, &c. Did by warrant of attorney under his hand and seal, dated on or about, &c. lawfully authorize *M. H.* and *J. H.* attorneys of the court of common pleas at *Westminster*, to

Recitals.
Of warrant
of attorney
from *J. B.*

to appear for him the said J. B. in the court, as of *Hilary* term or in *Easter* term, in the years of our Lord — and — or in some other subsequent term, and then and there to receive a declaration against him the same J. B. for 5000*l.* debt, at the suit of W. P. of, &c. and the above-named H. W. and thereupon to confess judgment, which said judgment was shortly after had and obtained, and entered upon record in the said court of common pleas; *And whereas* the said J. B. at that time stood indebted to the said W. P. in the full sum of 700*l.* and did also then owe, and was justly indebted unto the said H. W. in the sum of 236*l.* *And whereas* by a certain indenture of defeasance, bearing date the 22d day of *April*, and made between the said W. P. and the above named H. W. (by the name of H. W. of, &c.) of the one part, and the said J. B. of the other part, whereby after reciting (among other things) as is herein before recited, (or to the like effect) the said W. P. and W. H. did hereby covenant with the said J. B. his, &c. that if the said J. B. his, &c. should (amongst other sums therein mentioned,) well and truly pay to the said W. P. his, &c. the said sum of 700*l.* with interest for the same on, &c. and also well and truly pay unto the said H. W. his, &c. the said sum of 236*l.* with interest for the same on, &c. that then and from thenceforth, they the said W. P. and H. W. their, &c. should and would, at the request and charge in the law of the said J. B. his, &c. acknowledge satisfaction upon record of the said judgment, or do any other lawful acts or acts to vacate or make void the same, as counsel should direct: *And whereas* the said J. B. and W. P. by their recognizance, bearing date, &c. did jointly and severally become bound unto R. H. of, &c. in the penal sum of 400*l.* conditioned for payment of the sum of 250*l.* on &c. unto the said R. H. his executors, administrators and assigns, which said recognizance was on, &c. inrolled in his then majesty's high court of chancery: *And whereas*, by indenture of assignment bearing date, &c. and made between the said R. H. of the one part, and C. N. of, &c. of the other part, whereby (after reciting the before mentioned recognizance so entered into by the said, &c. as aforesaid; *And further* reciting, that the said J. C. and W. P. had not paid the said sum of 250*l.* according to the condition of the said recognizance, and that the said R. H. had thereupon proceeded to judgment against them on the same in the said court of chancery,) *It is by the same Indenture witnessed*, that the said R. H. (for and in consideration of the said sum of 250*l.* paid to him by the said C. N. and also of the further sum of 14*l.* by him also paid for interest and charges relating to the same) *Did* assign, &c. unto the said C. N. his, &c. the same recited recognizance and judgment, and all sums of money therein contained and thereby recoverable, and all benefit and advantage which should or might in any wise thereafter grow, be had, made, gotten, arise, accrue, upon or by reason of the same recognizance or judgment, or of any protests, execution, or extent to be thereupon had or made; *And* the said R. H. did thereby constitute, &c. (*Recital of letter of attorney*) in such manner as therein is mentioned: *And whereas* by a certain deed or instrument in writing, bearing date the said, &c. (whereby after reciting the same before mentioned recognizance and judgment, and the said assignment thereof to the said C. N.) the said C. N. *Did* hereby declare and agree, that the said sums of 250*l.* and 14*l.* so paid by him to the said R. H. in the assignment as aforesaid, was the proper money of the said

to W. P.
Of judgment entered thereon.
Of debt to W. P. 700*l.* and to H. W. 236*l.*
Of defeasance and covenant by W. P. and H. W. that on payment of said sums, satisfaction to be entered, &c.
Of recognizance from J. B. and W. P. to R. H. for 400*l.* Condition 250*l.* inrolled in chancery.
Of assignment of the recognizance and judgment thereon to C. N.
Of letter of attorney therein.
Of declaration by C. N. that the assignment was in trust for H. W.

Of another
deafeance.

from *W. P.*
and *H. W.*
that if *J. B.*
pays *C. N.*
214*l.* and
indemnities
said *W. P.*
and *H. W.*
from costs,
&c.
they will ac-
knowledge
satisfaction,
&c.
Of a bond
from *J. B.*
W. P. and *H.*
W. to *R. H.*
Penalty 400*l.*
condition 218*l.*
Of declara-
tion and co-
venant by *J.*
B. that the
judgment en-
tered against
him should be
a security to
indemnify *W.*
P. and *H. W.*
from said
bond.

Of another
bond from *J.*
B. to *H. W.* for
218*l.* 5*s.* 10*d.*
H. W. dead.

said *H. W.* and that the name of him the said *C. N.* was therein used in trust only, and to and for the use and benefit of the said *H. W.* his executors, administrators and assigns: *And whereas* by one other indenture of defeasance, bearing date on or about the first day of April — and made between the said *W. P.* and *H. W.* of the one part, and the said *J. B.* of the other part, whereby after reciting the before recited indenture of defeasance, dated the, &c. and after reciting therein (among other things) the said therein and herein before mentioned judgment obtained by them the said *W. P.* and *H. W.* against the said *J. B.* for 500*l.* as aforesaid, and after further reciting therein (among other securities given by them the said *W. P.* and *H. W.* for and on account of the same *J. B.*) the before recited recognizance entered and given to the said *R. H.* and of the obtaining judgment thereon as aforesaid, and the assignment thereof made by the said *R. H.* to the said *C. N.* as aforesaid, *It is* by the said indenture of the first of April — *Witnessed*, and the said *W. P.* and *H. W.* for themselves, their executors and administrators, *Did* thereby covenant with the said *J. B.* *That* if he the same *J. B.* his heirs, executors, and administrators, (among other sums therein mentioned) should well and truly pay to the said *C. N.* his executors, administrators or assigns, the said sum of 214*l.* and interest: *And also* if the same *J. B.* his, &c. should at all times then after indemnify them the said *W. P.* and *H. W.* their, &c. of and from all costs, damages and expences, in such manner as therein mentioned, that then they the said *W. P.* and *H. W.* their, &c. should, at the request and charge of the same *J. B.* his, &c. acknowledge satisfaction upon record on the said judgment, or do any other act to validate and make void the same, as counsel should advise: *And whereas* by one bond or obligation bearing date, &c. the said *J. B.* *W. P.* and *H. W.* are thereby severally and jointly bound unto *R. H.* of, &c. in the penal sum of 400*l.* with condition thereunder written, that if the same *J. B.* *W. P.* and *H. W.* or any, &c. should, &c. pay to the said *J. H.* his, &c. the full sum of 218*l.* on the several days, and in such manner as therein is mentioned, then the same obligation to be void: *And whereas* by deed poll bearing date, &c. (after reciting therein the herein before mentioned judgment for 500*l.* obtained by them the said *W. P.* and *H. W.* in T. term in the — year, &c. against the said *J. B.* and also after reciting therein the before in part recited bond made from *J. B.* *W. P.* and *H. W.* to the said *R. H.* for payment of the said sum of 218*l.* the said *J. B.* *Did* thereby covenant, promise and declare, to and with the said *W. P.* and *H. W.* their, &c. that the said therein before recited judgment should be a security for the indemnifying them the said *W. P.* and *H. W.* their, &c. as well from the payment of the said 218*l.* and interest, as also from all costs and charges which they the said *W. P.* and *H. W.* their executors or administrators should sustain by reason of the said *J. B.*'s non-payment of the said 218*l.* and interest, or by reason of the said *W. P.* and *H. W.* becoming bound with the said *J. B.* for payment thereof, or otherwise relating thereunto: *And whereas* by one other bond or obligation, bearing date, &c. the said *J. B.* stands bound to the said *H. W.* in the penal sum of 560*l.* with condition thereunder written, for payment of the sum of 218*l.* 5*s.* 10*d.* and interest, on, &c. as in and by the several recited bonds and indentures, and other securities before in part recited, relation being to them respectively had, more fully and at large may appear:

And whereas the said *H. W.* is since dead, having first made and duly executed his last will and testament, and thereby constituted and appointed her the said *E. W.* sole executrix thereof, who hath since duly proved the same will, and taken on her the burthen of the execution thereof: *And whereas* the said *R. H.* is since also dead, and letters of *R. H.* dead administration of his goods, chattels, rights and credits have been duly granted to her the said *E. W.* Now this Indenture with *W. H.* That for Consideration, and in consideration of the sum of 300*l.* of, *£*c. to them the said *E. W.* and *R. W.* or one of them, in hand well and truly paid and tendered to be paid by the said *H. W.* the receipt, *£*c. and for divers, *£*c. they the said *E. W.* and *R. W.* Have bargained, sold, assigned, trans-assignment, ferred and set over, and by these presents Do, and each of them Doth bargain, *£*c. unto the said *W. H.* The said before mentioned sum of 236*l.* due from the said *J. B.* to the said *H. W.* deceased, on the balance of an account in the before in part recited defeasance of the 22d of April — particularly mentioned; *And also* the before mentioned and recited recognizance made from the same *J. B.* and *W. P.* to the said *R. H.* deceased, dated, *£*c. *And also* the before in part recited bond, dated, *£*c. made from the said *J. B.* *W. P.* and *H. W.* to the said *R. H.* for securing the before-mentioned sum of 218*l.* *And also* the before in part recited bond, dated, *£*c. made from the said *J. B.* to the said *H. W.* for payment of the before mentioned sum of 280*l.* 5*s.* 10*d.* and interest for the same unto the said *H. W.* *And also* the before in part recited judgment obtained by them the said *W. P.* and *H. W.* in T. term in the ——— year, *£*c. against the said *J. B.* for the sum of 200*l.* *And also* all and every other the debts, bonds, judgments, and all other securities which were given to him the said *H. W.* or in trust for him, or assigned to him in his life-time, or which he had obtained against them the said *J. B.* and *W. P.* or either of them, in any court of law or equity, or otherwise howsoever, together with all and every the sum and sums of money whatsoever now due or to grow due and payable, or which shall or may be recovered upon or by virtue of the herein before mentioned to be assigned bonds, recognizances, judgment, and other securities, or any or either of them by virtue of any execution or executions, or other process whatsoever, thereupon, or upon any other account whatsoever, of them the said *E.* and *R. W.* or of either of them, of, in, or to the hereby assigned premises, or any part or parcel thereof; *Except*, and always reserved out of this present as-Exception, signment unto the said *R. W.* his executors and administrators, All those three messuages or tenements, situate, *£*c. which by virtue of an assignment of a mortgage, and judgment made from Mr. *W. P.* (executors of *R. P.* deceased) were assigned to the said *E. W.* and by her since assigned to the said *R. W.* *And except also* one bond or obligation from the said *W. P.* to the said *P. W.* for securing 130*l.* and interest; To have, hold, receive, take, and enjoy the said bonds, recognizance, judgment, debts, sums of money, and all and singular other the herein before mentioned and intended to be hereby assigned premises, (except as is before excepted) unto, and to the use of him the said *H. W.* his executors, administrators and assigns, from henceforth for evermore, and that in as full, large, ample, and beneficial manner, to all intents and purposes whatsoever, as they the said *E. W.* and *R. W.* or either of them, could or might have had, held, received, or enjoyed the same, in case these presents had not been had or made. *And for the better,* *£*c.

Letter of
attorney.

Covenant
that (notwith-
standing any
act, &c.)
the securities
hereby assigned
are in force
and the money
thereon due
unpaid and
still owing.
Have done no
act, &c.

Ec. (Letter of attorney) And the said *E. W.* for herself, her heirs, ex-
ecutors and administrators, and the said *R. W.* for himself, his heirs,
executors and administrators, do and each of them doth severally
and apart covenant to and with the said *H. W.* his executors, admini-
strators and assigns, by these presents in manner as follows, *viz.* That
for, and notwithstanding any act or thing whatsoever, by them the
said *E. W.* and *R. W.* or the said *H. W.* deceased, or any of them,
done, made, committed or suffered to the contrary) the said several
recited, and hereby intended to be assigned securities at the time of
executing hereof, are now in full force and virtue, and that all and
every the several debts and sums of money due upon, or by virtue of
the said several securities herein before mentioned, and intended to be
hereby assigned, are all of them now wholly unpaid, and that the said
several hereby assigned sums of money are now *bonâ fide* wholly due
and owing; *And also* that the said *E. W.* nor the said *H. W.* deceased,
or either of them, have not at any time heretofore, made, done or
suffered, nor that she the said *E. W.* shall at any time hereafter make,
do, execute, or willingly suffer any act, deed, matter, or thing what-
soever, whereby, or by means whereof the herein before mentioned and
intended to be hereby assigned premises, or any part thereof, are, or is, or
shall, or may be in any ways prejudiced, discharged, vacated, or other-
wise incumbered in any manner howsoever; *And also*, that he the said
R. W. hath not at any time heretofore made, done, committed, exe-
cuted, or willingly suffered, nor that he the said *R. W.* shall at any
time hereafter make, do, execute, or willingly suffer any act, deed,
matter or thing whatsoever, whereby, or by means whereof the herein
before mentioned and intended to be hereby assigned premises, or any
part thereof, are, is, shall, or may be in any wise prejudiced, dis-
charged, vacated or otherwise incumbered in any manner howsoever;
And the said *H. W.* for himself, his, &c. doth covenant, &c. (*Indem-
nity of assignors*) to and with the said *E. W.* and *R. W.* their, &c. his
&c. *In witness, &c.*

*Assignment of a Debt due from a Bankrupt, which Debt is proved before
the Commissioners, but not yet received, with a Letter of Attorney and
proper Covenants.*

Debt due
from the
bankrupt.

Creditor
proved the
same before
the commis-
sioners, but
has not receiv-
ed it.
Consideration.

THIS INDENTURE, &c. *Between T. F. of, &c. of the one part
and T. O. of, &c. of the other part. Whereas F. G. late of
&c. merchant, deceased, (against whom a commission of bankruptcy
was issued forth and awarded) was at the time he became a bankrupt
justly indebted unto the said T. F. as executor to dame M. F. deceased
and otherwise, in the sum of 232⁵l. 19s. 7d. for which debt the said
T. F. came into the said commission of bankruptcy as a creditor of the
the said F. G. and proved the same before the commissioners authorized
by the said commission, but hath not as yet received any dividend of
the said bankrupt's estate: And whereas the said T. F. hath come to an
agreement with the said T. U. to assign him the said debt for the consi-
derations herein after mentioned: Now this Indenture witnesseth, That
for and in consideration of the sum of 872¹l. 5s. of, &c. by the said
T. U. to the said T. F. in hand paid by the said T. F. the receipt of
which the said T. F. doth hereby acknowledge, and himself to be there-
with*

withal satisfied and paid, *He* the said *T. F. Hath* bargained, sold, assign- Consideration.
ed and set over, and by, *Ec. Doth* bargain, *Ec.* unto the said *T. U.* Assignment.
his executors, administrators and assigns, the said debt or sum of
2325*l.* 19*s.* 7*d.* and all bonds or other securities made or given for the
same, together with all and every sum and sums of money, dividend or
dividends, benefit or advantage whatsoever, which now hath been, or
hereafter shall or may be made to arise by virtue of any commission of
bankruptcy awarded or to be awarded against the said *F. G.* or other-
wise howsoever, for or in respect of the said debt; *To bold* the same
unto the said *T. U.* his executors, administrators or assigns, as his and
their own proper money and estate, without any account of satisfaction
to be at any time hereafter awarded or given to the said *T. F.* his exe-
cutors, administrators or assigns, of, for, or concerning the same; *And* Letter of
the said *T. F.* doth hereby constitute and appoint the said *T. U.* his ex- attorney.
ecutors, administrators and assigns, his lawful attorney and attornies,
irrevocable, for, and in the name of the said *T. F.* but to and for the
proper use and behoof of the said *T. U.* his executors, administrators
and assigns, to ask, demand, sue for, recover and receive the said
debt and money hereby assigned or mentioned to be hereby assigned,
and also all such dividends as already have been, or hereafter shall be
made of any part of the estate or effects of the said *F. G.* by virtue of
any commission of bankruptcy for or in respect of the said debt; and
the said *T. F.* doth hereby give and grant to his said attorney and at-
tornies, his full and whole power and interest in and to the premises,
and as well receipts, releases, or other discharges for the said debt, or
any part thereof, in the name of the said *T. F.* to make, seal and ex-
ecute, as generally to do and perform all other lawful acts and things
necessary, in order to the recovery, receipt, release or discharge of
the said debt, or compounding or agreeing the same, and that in as
full and ample manner as if the said *T. F.* were present and did the
same personally; and whatsoever the said *T. U.* his executors or admini-
strators, shall lawfully do, or cause to be done in the premises, the
said *T. F.* doth hereby allow of, ratify and confirm. *And* the said *T. F.* Covenant,
for himself, *Ec.* doth hereby covenant, *Ec.* to and with the said *T. U.* that the mo-
ney is now due.
for himself, *Ec.* in manner, *Ec.* that the said sum of 2325*l.* 19*s.* 7*d.* is now Not to release.
fully due and owing to the said *T. F.* as aforesaid, and that he the said Nor do any
T. F. his executors or administrators, shall not at any time hereafter act, *Ec.*
make or make void these presents, or release or discharge the said But to do any
debt or any part thereof, without the licence, consent, or direction of farther act,
the said *T. U.* his, *Ec.* in writing, under his or their hands and seals *Ec.*
which he had or obtained, or do any act or thing whereby the said *T. U.*
shall be hindered in the recovery or receipt of the same; *But*
that the said *T. F.* his, *Ec.* shall at all times hereafter, at the request,
costs and charges of the said *T. U.* his executors, administrators or
assigns, do, execute and perform such further letter of attorney, as-
signment, and other lawful acts and things for the enabling the said
T. U. his executors, administrators and assigns, to recover, receive, re-
lease and discharge the said debts, as by him and them shall be rea-
sonably desired, so as the said *T. F.* his, *Ec.* shall not be obliged to go
or travel from the place of his or their, or any of their abode for the
doing thereof; *And* the said *T. U.* for himself, *Ec.* doth covenant, Indemnifica-
for himself, *Ec.* to and with the said *T. F.* his, *Ec.* by, *Ec.* that he the said *T. U.* tion.
shall and will at all times hereafter, well and sufficiently save,
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keep harmless and indemnified the said *T. F.* his heirs, &c. and every of them, and his, their and every of their lands, tenements, goods and chattels, of, from and against all costs, charges, damages and expences whatsoever, which shall or may, either in law or equity, be obtained, levied or recovered upon or against him, them, or any of them, or which he or they shall or may sustain, expend, or be put unto, for, or by reason of suing for the said debt hereby mentioned to be assigned, or any thing relating thereunto (other than and except for the breach of the covenants of the said *T. F.* herein contained or any of them, if any such shall be.) *In witness, &c.*

Part of an Assignment of a Book Debt.

TO ALL PERSONS, &c. *Whereas* the right honourable lord *L.* on the day of the date hereof, is justly indebted unto *A. B.* of, &c. for sadlers goods and wares, to him sold and delivered by the said *A. B.* or otherwise, in the sum of ——— or thereabouts, as by a bill of the particulars thereof, signed by him the said *A. B.* and hereunto annexed, more fully may appear: *And whereas* the said *A. B.* having present occasion for his money so due to him as aforesaid, hath requested of *W. K.* of, &c. to advance and pay him the same, who hath condescended and agreed so to do, and to take and accept of an assignment of the said debt due from the said lord *L.* for re-payment thereof, in manner as herein after is mentioned: *Now know ye, and these presents witness,* That for and in consideration of the said sum of, &c.

An Assignment of a Debt, with a Letter of Attorney.

The consideration.
Assignment of a debt.

The Habendum.

The letter of attorney.

KNOW ALL MEN by these presents, That I *B. M.* of, &c. glover, in consideration of the sum of, &c. now justly due and owing by me to *W. P.* citizen and cutler of *London*, and for better securing the payment of the same to the said *W. P.* Have bargained, sold, assigned and transferred, and by these presents do absolutely bargain, sell, assign, and transfer unto the said *W. P.* all that debt or sum of, &c. which is now due and owing to me from *J. H.* of, &c. for goods sold and delivered by me to the said *J. H.* or his order, before the day of the date hereof, and all my right, title, interest, claim and demand of, in, or to the said debt or sum of money, or any part thereof; *To hold* to the said *W. P.* his executors, administrators and assigns, from henceforth to his and their own proper use and behoof for ever, under the proviso and condition herein after mentioned: *And* I do hereby constitute and appoint the said *W. P.* to be my true and lawful attorney irrevocable, and do give and grant to him, his executors and administrators, full power and authority, in my name, and in the name of my executors or administrators, but to the only proper use and behoof of the said *W. P.* his executors and administrators, to ask, demand, sue for, levy, recover, receive, compound, acquit, release and discharge the said debt or sum of, &c. and every or any part or parcel thereof, and upon receipt of the same, or any part thereof, acquittances, or other proper discharges to make and give, and generally

for

for me, and in my name, or in the name of my executors or administrators, to make, do, perform, and execute all and every such further and other acts, matters and things, in, about, touching or concerning the premises, as to the said *W. P.* his executors or administrators, shall seem requisite and necessary, and that as fully and essentially as if I myself, or my executors or administrators were personally present, hereby covenanting, that I, my executors and administrators will ratify and confirm all, and whatsoever he or they shall lawfully do, or cause to be done in or about the premises, by virtue of these presents; *And* I do hereby covenant with the said *W. P.* his executors and administrators, that I have not done or suffered, and that I, my executors or administrators, will not do or suffer any act, matter or thing, whereby, or by reason whereof, the said *W. P.* his executors, administrators or assigns, shall or may be hindered or prevented, in, or from the recovering or receiving of the said debt or sum of, &c. hereby assigned, or any part thereof, or such other satisfaction as can or may be had or obtained for the same, to his and their own use; *And further*, That I, my executors and administrators, will at all times hereafter, at the request of the said *W. P.* his executors, administrators and assigns, make, do and perform, all such further and other acts and things, as shall be by him or them reasonably required for the proving of the said debt, and the better and more effectual enabling of him and them to recover, receive, obtain and enjoy the same, according to the true intent and meaning of this present assignment. *Provided* always, That if I the said *B. M.* my executors, administrators and assigns, shall well and truly pay, or cause to be paid, unto the said *W. P.* his executors, administrators or assigns, the said sum of, &c. within, &c. next ensuing the date hereof, then this present assignment, and every article and clause herein contained, shall become and be void, and of none effect. *In witness*, &c.

Covenant, that the assignor hath no done, nor will do any act to hinder the assignee from receiving the debt.

But will upon request do all things to further his receiving of it. *Provido*, this assignment to be void on payment of a sum of money.

An Assignment or Conignment of Debts, &c. mentioned in the Schedule from a Tradesman to his late Servant, in Consideration of a certain Sum of Money to be paid by the Assignee, to the Assignor, to make up the said Debt, &c. the Sum specified was for Wares, &c. sold; wherein the Assignee for better securing the Payment of the Money is bound to make the Assignor Executor of his Will, which he is not to revoke till the Money is paid.

THIS INDENTURE, &c. Between *G. S.* &c. of the one part, and *J. H.* late servant of the said *G. S.* of the other part, *Witnesseth*, That the said *G. S.* in consideration of the good confidence and trust which he the said *G. S.* has and reposes in the said *J. H.* and for his better performance and credit, and especially that the said *J. H.* his, &c. shall well and truly pay, or, &c. to the said *G. S.* his, &c. or to one of them, at, &c. the sum of, &c. on, &c. in manner, &c. Hath assigned, consigned, transferred, &c. and by, &c. Doth, &c. unto the said *J. B.* his, &c. to and for his and their own use, &c. All and singular the debts, &c. mentioned and expressed in the schedule, &c. (*Add a letter of attorney and covenants as to not releasing the debts.*) *Provided* nevertheless, that if he the said *G. S.* his executors, administrators, servants or assigns, or any of them, has at any time heretofore received, or at any time hereafter shall receive or discharge any part of the debts and sums of money mentioned in the said schedule, and do pay the same

Consideration.

Provido, that if the assignor receives any of the debts, and pays the same after demand

to the assignee, it shall be no breach of covenant. Covenant to pay the consideration money. Covenant to make a will, and the assignor executor thereof to secure the consideration money. Which till the money is paid he is not to revoke.

debts and sums of money so received or discharged, or to be, &c. as afore said, to the said J. H. his certain attorney, executors or administrators, at, &c. within 30 days next after the said J. H. his executors or administrators shall demand the same of the said G. S. his, &c. that then he the said G. S. his, &c. shall not be in danger, charged or impeached, of or for the covenant above mentioned; And the said J. H. for himself, &c. for the consideration afore said, and for that the said G. S. has before the enfealing and delivery hereof sold and delivered to the said J. H. for his own use, certain wares and merchandizes, to make up the said debts mentioned in the said schedule the sum of, &c. covenanteth, &c. that he the said J. H. his, &c. shall, &c. pay or, &c. to the said G. S. his certain attorney, executor or administrator, at the day and place above limited, the said ——— / and every part, &c. in manner, &c. And that he the said J. H. within 12 days after the enfealing and delivery of these presents, shall make his last will and testament in writing; and by the same, for the better securing, obtaining and recovering of the said sum, &c. and every part thereof, to the said G. S. &c. according to the true meaning of these presents, if the said J. H. should happen to die before the same and every part thereof be paid; and for other cause, purpose or intent, shall make, constitute and ordain the said G. S. his sole executor; And that the said sum of, &c. and every part thereof, shall be fully satisfied and paid to the said G. S. his, &c. according to the tenor, &c. of these presents, he the said J. H. shall not alter, revoke or make void the said will and testament or make any other without the consent of the said G. S. his, &c. first, &c. under his or their hands and seals. And moreover, &c. (Covenant to indemnify the assignor from actions, &c.) In Witness, &c.

Mutual Assignment between two Partners (upon determining the Partnership) of bad Debts, which are divid.d equally, and mentioned in two Schedules, and assigned to each other respectively.

THIS INDENTURE made, &c. Between A. &c. of the one part, and B. &c. of the other part. *It hercas* the said parties were lately co-partners in the trade of a ———, which partnership is determined: *And whereas* several debts owing to the said parties on account of their late partnership which are mentioned in the two schedules hereon indorsed, are still standing out and unreceived, and are by the said parties reckoned to be doubtful or desperate, and they have agreed to divide the same in manner as hereunder is mentioned, *viz.* The said A. is to have and receive the debts mentioned in the first schedule hereon indorsed to his own use; and the said B. is to have, &c. second schedule hereon, &c. *Now therefore these Presents witness,* That in pursuance of the said agreement, and in consideration of 12l. to the said A. in hand, &c. by the said B. *He the said A. Doth* hereby fully and absolutely assign and release unto the said B. his, &c. to his and their own proper use and uses, without any account to be made or given for or concerning the same, *All* his right, title, claim, interest, part, share, benefit and demand whatsoever of, in and to the said several demands and sums of money, due and owing to the said parties on their joint account as afore said, mentioned in the said second schedule hereon indorsed, by virtue of the said co-partnership, or otherwise howsoever. *And* the said A. doth hereby make and appoint the said B. his, (Letter of attorney) ———

Partnership debts,

to be divided.

Assignment from A. to B.

Letter of attorney.

to receive the said debts mentioned in the said second schedule, to his and their own use and uses, as aforesaid, from the several persons therein mentioned, and all others whom it may concern; and upon receipt, &c. *And these presents further witness,* That in pursuance of the agreement aforesaid, and in consideration of 12l. - &c. (B. in like manner assigns to A. the debts mentioned in the first schedule, and impowers him to receive the same;) *And* each of them the said A. and B. for himself, his executors and administrators, doth hereby covenant, &c. to and with the other of them, his executors, administrators or assigns, as follows, that is to say, that neither of them, the said A. nor B. hath at any time heretofore received, released or discharged the debts herein before assigned and released to the other of them, nor any of them, nor any part thereof; nor that either of them, his executors or administrators, will at any time hereafter receive, &c. the debts by them respectively assigned to the other of them, or any part thereof, or any action suit or process for the recovery and receiving thereof, but at the request and with the consent in writing for that purpose, under the hand and seal of the other of them, his executors and administrators; *And* that either of them, his executors or administrators, shall and will, at the request and charge of the other of them, his, &c. do any further act for the better and more perfect assigning, releasing and confirming the debts herein before assigned by them respectively under the other of them, his, &c. and for the enabling him and them to receive and recover the same to his and their own use and uses, as aforesaid, as shall be reasonably required; *And lastly,* That in case it shall appear to be proved that either of the said parties hath received any of the debts herein before assigned to the other of them, or any part thereof, in such case such of the said parties who shall so have received the same, his executors or administrators, shall and will pay and make good the full debts so by him received or discharged to the other of them, his executors or assigns within one month after notice thereof to him or them, to be made or given. *In witness, &c.*

Assignment from B. to A. &c.

Mutual covenant, that the parties have not, nor will release, &c.

And that each will do any further act, &c.

That in case either party has received any of the debts, he shall make the same good.

XV. Assignments of Dower.

An Assignment of Dower by the Heir.

THIS INDENTURE made the, &c. *Between* R. L. son and heir of O. L. late of ——— of the one part, and N. C. and J. his wife, who was the widow and relict of the said O. L. of the other part. *Whereas* the said O. L. was in his life-time, and at the time of his death, seised in his demesne as of fee of and in divers lands and tenements in ——— in the county aforesaid, which upon the decease of the said O. L. descended unto the said R. L. *Now this Indenture witnesseth,* That the said R. D. hath endowed and assigned, and by these presents *Doth* endow and assign unto the said N. C. and J. his wife, the third part of the said lands and tenements, *to wit,* All that messuage, &c. *To have and to hold* unto the said N. C. and J. his wife, for and during the natural life of the said J. in severalty by metes and bounds, in the name of dower, and in recompence and satisfaction of

Assignments.

of all the dower which the said *J.* ought to have of or in the said lands and tenements which were of the said *O. L.* in ———— aforesaid. In witness, &c.

An Assignment of Dower at the Church Door.

TO ALL PERSONS, to whom these presents shall come, I *T. W.* of *W.* send greeting. Know ye that I the said *T. W.* Have given, granted and by this present writing have assigned to *P.* my wife, at the door of the parish church of *W.* aforesaid, at the time of the celebration of our marriage, One tenement with one croft to the same annexed, called *C.* To have and to hold to her and her assigns during her life for her share and portion of all her dower which might belong to her after my death, &c. dated, &c. In witness, &c.

XVI. Assignment of Equity of Redemption,

Part of an Assignment of the Equity of Redemption of Leasehold Premises. Part of Purchase Monies is paid to Assignees, and the Residue is to be paid to the Mortgagee with interest, by the Purchaser, and Premises to be subject to such Payment.

THIS INDENTURE TRIPARTITE, made, &c. Between *A.* and *B.* his wife of the first part, *C.* of, &c. (a trustee) of the second part, and *E.* (a purchaser) of the third part. (Recite the lease; the assignment in trust for *B.* and *A.*'s wife, the mortgage to *D.* of *A.* and *B.*'s moiety for 200*l.*) And whereas there is now due and owing from the said *A.* and *B.* to the said *D.* by virtue of the said security so made to him as aforesaid, only the principal sum of 200*l.* all interest for the same having been to him paid off and discharged to the day of the date hereof: And whereas the said *E.* hath covenanted and agreed with the said *A.* and *B.* his wife, for the absolute purchase of their moiety of and in the said messuage, &c. and of all their estate, right, title, interest, term of years yet to come and equity of redemption of, in and to the same premises, at and for the price or sum of 300*l.* Which sum of 300*l.* it is hereby mutually agreed by all the parties hereto shall be by him the said *E.* retained and paid in manner as follows, viz. The sum of 100*l.* part thereof, to be by him now paid to the said *A.* and *B.* his wife, and the sum of 200*l.* residue thereof, to remain in the hands of the said *E.* to be by him paid to the said *D.* in discharge of the said 200*l.* so now due to him from the said *A.* and *B.* his wife, by virtue of their said several securities so made to him as aforesaid. And it is hereby further mutually agreed by all the said parties, that until payment made by the said *E.* to the said *D.* of the said sum of 200*l.* the interest thereof from henceforth to grow due for the same shall be to him paid by the said *E.* and that for securing such payment of the said 200*l.* and interest and for indemnifying the said *A.* and *B.* his wife touching the same, the herein after assigned moiety of and in the said premises shall be subject, charged and liable to and with the payment of the said 200*l.* and the interest thereof, unto the said *D.* his executors, &c. in such manner as herein after is in that behalf menti-

oned

oned and expressed: *Now this Indenture witnesseth*, That in pursuance of the said agreement, and in consideration of the said sum of 200*l.* part of the said purchase-monies to be paid by the said *E.* to the said *D.* in discharge of the securities so made to him by the said *A.* and *B.* his wife, of their moiety of and in the premisses aforesaid, and also in consideration of the said sum of 100*l.* of, &c. residue of the said 300*l.* purchase-monies to them the said *A.* and *B.* his wife, or one of them, now in hand well and truly paid by the said *E.* &c.

An Assignment of Equity of Redemption for securing a Sum of Money.

TO ALL, &c. *F. E.* of, &c. innholder, sendeth, greeting. *Whereas* by indenture of assignment and mortgage bearing date, &c. and made or mentioned to be made between *B. P.* of, &c. of the one part, and *R. D.* of, &c. of the other part, (after reciting as therein is recited) *He* the said *B. P.* Did in consideration of 130*l.* of, &c. assign and set over unto the said *R. D.* the then residue of a certain term of 61 years therein then to come and unexpired, of and in a certain piece or parcel of ground lying, &c. in and by the said recited indenture more particularly described; *Subject nevertheless* to a proviso for redemption thereof on payment of the sum 130*l.* and interest for the same at the day therein mentioned for payment thereof, which hath not since been paid: *And whereas* by one indorsement on the back of the counterpart of the said indenture, the said *B. P.* Did, for and in consideration of 70*l.* of, &c. to him in hand paid by *E. C.* of, &c. bargain, sell, assign, set over, remise, release and for ever quit-claim unto the said *E. C.* All his estate, right, title, interest, claim and demand whatsoever, either in law or equity, of redemption, term of years and time to come then unexpired, of or in the said piece or parcel of ground, messuages or tenements; *To hold* to him the said *E. C.* his executors and administrators, for the residue of the said term of 61 years; *Subject nevertheless* to a proviso for redemption on payment of the sum of 70*l.* and interest for the same on, &c. then next ensuing; which said premisses appear to be but a scanty security for the re-payment of the said two several sums of 30*l.* and 170*l.* and the interest thereof: *And whereas* the said *F. E.* by one bond or obligation bearing date, &c. Did become bound with the said *B. P.* unto the said *E. C.* in the penal sum of 140*l.* with condition for payment of the said principal sum of 70*l.* to the said *E. C.* which hath not been paid to him according to the above-said proviso or condition: *And whereas* the said *F. E.* hath requested the said *E. C.* to accept and take an assignment of the equity of redemption for the residue of a certain term of 57 years which the said *F. E.* is intitled unto of and in, &c. upon payment of the principal sum of 350*l.* of, &c. and interest for the same, unto *C. B.* of, &c. spinster, as and for a security for the payment of 37*l.* part of the said sum of 7*l.* and interest, and of the further sum of 3*l.* this day advanced and lent by the said *E. C.* unto the said *F. E.* *Now* ye, That the said *F. E.* in consideration of the premisses, and the better to secure unto the said *E. C.* the sum of 37*l.* and interest, and also the said further sum of 3*l.* so lent unto the said *F. E.* this day as aforesaid, *He* the said *F. E.* hath granted, bargained, sold, assigned transferred and set over, and by these presents *Doth* grant, &c. unto the said *E. C.* his executors, administrators and assigns, All the estate, right, title, equity

Recital of mortgage of lease by *B. P.* to *R. D.*

Assignment of equity of redemption by way of mortgage from *B. P.* to *E. C.*

F. E. bound with said *B. P.* to said *E. C.* in a bond for payment of money in the last mortgage. *F. E.* intitled to equity of redemption of other premisses, requests *E. C.* to accept an assignment thereof,

Consideration.

Assignment.

of redemption, term and terms of years yet to come and unexpired, of, and in the said two last mentioned messuages or tenements and premisses, with their and every of their appurtenances; *To hold* to him the said E. C. his executors, administrators and assigns, for and during all the now residue of the said term of 57 years therein yet to come and unexpired, freed and discharged of and from all incumbrances whatsoever, except the said mortgage for 350*l.* and interest to the said C. B. *Provided nevertheless*, That if the said F. E. his executors or administrators, or any of them, do, and shall well and truly pay or cause to be paid unto the said E. C. his executors, administrators or assigns, the full sum of 40*l.* and interest for the same, of lawful money of Great Britain, on, &c. that then these presents and every thing therein contained shall cease, determine and be void, and of none effect, otherwise to stand and be in full force and virtue. (*Add a covenant to pay the money.*) And it is the true intent of both the said parties hereto, that if the said F. E. his executors or administrators, shall well and truly pay or cause to be paid unto the said E. C. his executors, administrators or assigns, the said sum of 40*l.* and interest for the same, according to the abovesaid proviso, that then such payment shall be deemed and taken in full discharge and bar from and against all suits, costs, damages, or expences which may be brought against the said F. E. his executors or administrators, or which he or they may be put unto by means or reason of his having entered into such bond to the said E. C. as aforesaid. *In witness, &c.*

An Assignment of Equity of Redemption of Premises granted by a Patent as a collateral Security on a Bond of even Date.

Recital of an assignment by way of mortgage, reciting a licence by letters patent;

THIS INDENTURE made, &c. *Between* J. M. of, &c. of the one part, and A. H. of, &c. of the other part. *Whereas* by indenture of assignment, by way of mortgage, bearing date the 25th day of March, 1738, and made or mentioned to be made between the said J. M. of the one part, and A. M. of, &c. of the other part, (*therein reciting*, that his late majesty king George the first, in, and by his letters patent under the exchequer seal, bearing date at *Westminster*, the 10th day of August, which was in the 13th year of his reign, by the advice of the right honourable Sir R. W. knight of the most noble order of the garter, chancellor and under treasurer of the exchequer, and first lord commissioner of his majesty's treasury, Sir T. C. knight and the rest of the lords commissioners of the treasury, *As well* in consideration of a fine of 200*l.* therein mentioned to be paid by J. C. of, &c. as also in consideration of the rents and covenants therein reserved and contained on the part and behalf of the lessee to be paid and performed, *Had* demised and to farm letten unto the said J. C. (amongst other things) *All* that, &c. *To hold*, (amongst other things) the said &c. unto the said J. C. his, &c. from, &c. which should be in the year, &c. for and during the full term of 41 years and one quarter of a year from thence next ensuing, at and under the yearly rent of 8*l.* 12*s.* 6*d.* which then was reduced and lessened to the yearly rent of 5*l.* 7*s.* 6*d.* payable in such manner as therein mentioned; *And further reciting*, that by virtue of several mesne assignments, and other good assurances in law of the said, &c. together with the said letters patent, were then legally be-

and reciting several mesne assignments,

come

come vested in the said J. M. for the residue of the said term of 41 whereby pre-
years and one quarter of a year, by the said letters patent granted, ^{misses vested}
which was then to come and unexpired) *It is* by the said indenture of ^{in J. M.}
assignment *Witnessed*, that the said J. M. (in consideration of the sum of
300*l.* therein mentioned to be to him paid by the said A. M.) *Did* grant,
sell and assign, unto the said A. M. *All* that the therein before menti-
oned messuage or tenement, with its appurtenances, situate, &c. and
all those, &c. *And* all the estate, &c. *To hold* all and singular the said
thereby assigned premises unto the said A. M. her, &c. from thence-
forth, for and during all the rest and residue of the said term of 41
years and one quarter of a year, which was then to come and unex-
pired, and for and during all such further term or terms of years which
should be granted or renewed therein; *Subject nevertheless* to a proviso ^{Subject, &c.}
in the said indenture of assignment contained for making void thereof,
on payment by the said J. M. to the said A. M. of the sum of 315*l.* on
the several days (since past) and in such manner as herein is mentioned,
(as in and by the said in part recited indenture of assignment, relation
being thereunto had, more fully and at large may appear :) *And whereas*
the said principal sum of 300*l.* so secured to the said A. M. as aforesaid,
hath not been paid, and the same, together with some interest, now
remains due and owing to her from the said J. M. *And whereas* ^{Principal ow-}
the said A. H. hath at several times actually advanced rent, and paid ^{ing and some}
to the said J. M. several sums of money, amounting in the whole to ^{interest to}
the principal sum of 230*l.* which sum of 230*l.* is by the said J. M. ^{A. M.}
herby agreed, acknowledged and declared to be owing to the said
A. H. testified by the said J. M.'s executing of these presents; and for
securing payment of the said sum of 230*l.* and interest, he the said
J. M. by his bond or obligation, bearing even date with, and executed ^{Bond from}
immediately before these presents, is, and stands bound unto the said J. M. to ^{A. H.}
A. H. in the penal sum of 460*l.* with condition thereunder written, that
the said J. M. his, &c. shall do and pay unto the said A. H. her, &c. the sum
of 241*l.* 17*s.* in manner as follows, *viz.* The sum of 5*l.* 15*s.* part
hereof, on, &c. then the said obligation to be void, otherwise the
same to remain in full force, as by the said bond may appear: *And*
whereas, previous to, and before the executing of the said bond, he ^{Agreement}
the said J. M. agreed to assign his equity of redemption of, in, and to ^{as to better}
the said mortgaged premises in the said indenture of assignment com- ^{securing pay-}
mised, as a collateral security to the said A. H. for payment to her of ^{ment thereof,}
the said sum of 241*l.* 10*s.* in such manner and subject as herein after is
mentioned: *Now this Indenture witnesseth*, That the said J. M. (in pur- ^{Consideration,}
chance and performance of the said recited agreement, and also in
consideration of the sum of 5*s.* of, &c. to him now paid by the said
A. H.) *Hath* bargained, sold, assigned, transferred and set over, and ^{Assignments,}
by these presents he the said J. M. doth freely and clearly bargain, &c.
unto the said A. H. *All* that the herein before mentioned messuage or ^{Premises,}
tenement, situate, &c. and also all those the herein before mentioned
two other messuages or tenements, situate, &c. and as the said three
messuages or tenements are now in the several occupations of, &c. and
all and singular other the messuages or tenements, erections, buildings
and premises, which in and by the said recited indenture of assignment
were by him the said J. M. assigned to the said A. M. or mentioned or
intended so to be, together with all erections, buildings and improve-
ments since made on the said premises, with their and every of their
appurtenances

The mort-
gage to Mr.
K. of the two
leases.

That the 400l.
and interest
was not paid.

The commis-
sion.

(for the considerations in the said mesne assignments mentioned) assigned to, and the same became vested in them the said *M. W.* and *E. C.* for the residue of the said term of 63 years: *And whereas* by another indenture of lease, bearing date, *Ec.* and made or mentioned to be made between *W. G.* of, *Ec.* of the one part, and the said *M. W.* and *E. C.* of the other part, the said *W. G.* for the consideration therein mentioned, did demise, *Ec.* unto the said *M. W.* and *E. C.* *All that, Ec.* *To hold* to the said *M. W.* and *E. C.* their executors, administrators and assigns, for the term of 61 years, and at and under the yearly rent of 4l. 18s. payable as therein mentioned: *And whereas* by indenture of assignment, by way of mortgage, bearing date, *Ec.* and made or mentioned to be made between the said *M. W.* and *E. C.* of the one part, and the said *R. K.* of the other part, (reciting therein, amongst other things, the herein before mentioned two indentures of lease,) *It is witnessed*, that the said *M. W.* and *E. C.* (in consideration of the sum of 400l. of lawful money, therein mentioned to be, and which was accordingly well and truly paid to them by the said *R. K.*) and each of them *Did* grant, bargain, sell and assign unto the said *R. K.* *As well* the said therein and herein before recited indentures of lease, mesne assignments thereof, and the said pieces or parcels of ground, messuages or tenements, and all and singular the premises therein and herein before mentioned to be demised and assigned, with their and every of their appurtenances in every part and parcel thereof, *As also* all the estate, right, title, interest term and terms of years, then to come and unexpired, property, claim and demand whatsoever, of them the said *M. W.* and *E. C.* of, in to and out of all and singular the thereby assigned premises, and every part and parcel thereof with their appurtenances, by force and virtue of the said recited indentures of lease and mesne assignments thereof, or otherwise howsoever; *To hold* the said pieces of ground; messuages or tenements, and all and singular other the premises, with their appurtenances, together with the said recited indentures of lease and assignment thereof, unto the said *R. K.* his executors, administrators and assigns, from thenceforth, for and during all the residue of the said terms of 63 years and 61 years, by the said recited indentures of lease respectively demised, and which were therein then to come and unexpired; *Subject nevertheless* to a proviso in the said indenture of the 19th of, *Ec.* contained for redemption of the said premises, on payment of the said sum of 400l. on or before the 19th of, *Ec.* together with lawful interest for the same unto the said *R. K.* in such manner as there is mentioned, as in and by the same indenture, and the said several part recited indentures of lease and mesne assignments thereof, relating being to them respectively had, more fully and at large may appear. *And whereas* the said sum of 400l. and interest, was not paid at the day in the proviso of the said last recited indenture of assignment appointed for payment thereof, whereby the estate in law of them the said *M. W.* and *E. C.* of and in the thereby assigned premises, is become absolutely vested in him the said *R. K.* for the residue of the said several terms of years therein now to come, and unexpired: *And whereas* his present majesty's commission under the great seal of Great Britain, grounded upon the several statutes made against bankrupts, and bearing date at Westminster the 19th day of February, which was in the first year of the reign of his said present majesty, was issued out against the said *M. W.* and *E. C.* directed unto *I. E. E. S.* and *J. S.* esq; and to *J. M.* and

and to R. A. gent. thereby giving full power to them the commissioners, or the major part of them, to execute the said commission: *And whereas* the said A. B. and C. (being the major part of the said commissioners) did put the said commission in execution, and upon due examination of witnesses, and other good proof upon oath before them had and taken, did find that they the said M. W. and E. C. had, for — years and upwards before the date and suing forth of the said commission, used the trade of, &c. and that during such their trading, they became and were then justly indebted unto the said — and others their creditors in divers sums of money, amounting in the whole to the sum of — and being so indebted did, in the judgment of the said commissioners, become bankrupts within the compass and true meaning of the several statutes made against bankrupts, some or one of them: *And whereas* by indenture of assignment bearing date, &c. and made between, &c. they the said A. B. and C. after reciting therein to the effect herein before recited *Int' al'*, they the said J. E. J. M. and R. A. (being the major part of the said commissioners) in further pursuance of the said commission, by their indenture of assignment bearing date, &c. and for the considerations, ends, intents and purposes therein mentioned, did bargain, sell, assign, and transfer unto the said W. H. and J. D. (amongst other things) the said herein before several recited leases, pieces or parcels of ground, messuages or tenements, erections, buildings and premisses; *To hold* the same (*inter al'*) unto the said W. H. and J. D. their executors, administrators and assigns, from thenceforth for and during all the then residue of the said several terms of 63 years and 61 years, then to come and unexpired; *Nevertheless upon the trust*, and to and for the several ends, intents, and purposes therein mentioned and expressed touching and concerning the same, as in and by the said in part recited commission and last indenture of assignment, relation, &c. By virtue of which said last recited indenture of assignment, they the said W. H. and J. D. are now intitled to the equity of redemption of the said premisses so assigned by way of mortgage to the said R. K. as aforesaid: *And whereas*, on the day of the date hereof, there is justly due and owing unto the said R. K. by virtue of his before recited security for principal and interest, in the whole the sum of 445*l.* or thereabouts (which sum is more than any person or persons will give for the purchase of the said mortgaged premisses: *And whereas* the said W. H. and J. D. and also they the said M. W. and E. C. (being fully satisfied that the said sum of 445*l.* so now due to the said R. K. as aforesaid, is more than any purchaser will give for the purchase of the said mortgaged premisses) in consideration whereof and of the sum of — to be to them now paid by the said — have agreed to assign, release, ratify and confirm all their estate, right, interest and equity of redemption, of, in and to the said mortgaged premisses, unto the said R. K. in such manner as herein after is mentioned: *Now this Indenture witnesseth*, That in pursuance and performance of the before mentioned agreement, and in consideration of the sum of — so now due and owing to him the said R. K. in manner as aforesaid, (which sum is hereby agreed and declared by all the parties to these presents to be in full for the absolute purchase of all the estate, right, title, interest, term of years and equity of redemption, as well of them the said W. H. and J. D. as also of them the said M. W. and E. C. or of any or either of them, of, in or to the said mortgaged and herein after assigned premisses,)

The assignment from commissioners to the assignees.

What now due to Mr. K. for principal and interest, more than any purchaser will give.

Present agreement.

Consideration.

goods, chattels, monies, mortgages, securities, and all other the personal estate of what nature or quality soever the same be, which my said late daughter E. St. J. was any ways possessed of, interested in, or intitled unto at the time of her decease; *To have and to hold* the said goods, chattels, monies, mortgages, securities and personal estate unto the said W. J. and W. F. their executors, administrators and assigns; *In Trust nevertheless* for me, and for my only use and benefit. *In witness, &c.* Dated 25 Feb. 1716.

The Re-assignment to be indorsed on the Back thereof.

To be dated
— day next
after.

MEMORANDUM, That we the within named W. J. and W. F. pursuant to the trust in us reposed by the within named Sir W. J. and for and in consideration of the sum of 5s. of, &c. to us in hand paid by the said Sir W. J. the receipt whereof we do hereby respectively acknowledge, *Have* bargained, sold, assigned, transferred and set over, *And* by these presents *Do*, and each of us *Doth* bargain &c. unto the said Sir W. J. his executors, &c. *All* the goods, chattels, monies, mortgages, securities, and all other the personal estate whatsoever, which by the within written deed, is, or are mentioned or intended to be assigned unto us by the said W. J. *To have and to hold* the said goods, chattels, monies, mortgages, securities and personal estate so assigned unto us as aforesaid, unto the said Sir W. J. his executors, administrators and assigns, to and for his and their own proper use behoof and benefit. *In witness, &c.* Dated 26 Feb. 1716.

Another.

TO ALL PERSONS to whom, &c. The right honourable Earl of S. sendeth greeting. *Whereas* dame A. R. widow, being possessed of, interested in, and intitled unto a very great personal estate did lately depart this life intestate, and letters of administration of the goods and chattels, rights and credits of the said dame A. R. have been duly granted unto the right honourable A. countess of S. (wife of the said T. earl of S.) out of the prerogative court of *Canterbury*, and thereby the said T. earl of S. in the right of the said countess his wife is become intitled to whatever personal estate the said dame A. R. did die any ways possessed of, interested in, or intitled unto: *Now the Presents witness*, that the said earl of S. intending hereby to alter the property of such personal estate, *Hath* (for the purposes aforesaid, and in consideration of 5s. of, &c. paid to him by F. E. gent.) bargained, sold, assigned, transferred and set over, and by these presents *Doth*, &c. unto the said F. E. his executors, administrators and assigns, *All* and singular the goods, chattels, monies, leases, mortgages, securities, stocks in the bank of *England*, *East-India* company and *South-sea* company, and all monies due and which hereafter shall grow due upon any fund or funds in her majesty's exchequer at *Westminster*, or from any company, or upon any other account whatsoever, from any person or persons whomsoever, or bodies politic, and all annuities issuing out of her majesty's exchequer, and all other the personal estate of what nature or quality soever the same be, which the said dame A. R. was

any ways possessed of, interested in, or intitled unto at the time of her decease; *To have and to hold* the said goods, chattels, monies, leases, terms for years, mortgages, securities, stocks, annuities, and all other the personal estate whatsoever, late of the said dame *A. R.* unto the said *F. E.* his executors, administrators and assigns; *In Trust nevertheless* for the said *T.* earl of *S.* his executors, administrators and assigns, and for his and their only use and benefit. *In witness, &c.*

Re-assignment indorsed.

MEMORANDUM, That the within named *F. E.* pursuant to the trust in him reposed by the within named *T.* earl of *S.* and for and in consideration of the sum of 5s of, *£c.* to him paid by the said earl of *S.* *Hasb* bargained, sold, assigned, transferred and set over, and by these presents *Doth, £c.* unto the said *T.* earl of *S.* his executors, administrators and assigns, *All* and singular the goods, chattels, monies, leases, terms for years, mortgages, securities, stocks, annuities, and all other the personal estate whatsoever, assigned or intitled to be assigned to him the said *F. E.* by the within written indenture; *To have and to hold* the said goods, chattels, monies, leases, terms for years, mortgages, securities, stocks, annuities and personal estate, unto the said *T.* earl of *S.* his executors, administrators and assigns, for ever, to his and their own proper use, behoof and benefit. *In witness, &c.*

To be dated the day next after the assignment above.

An Abstract of another. The Case thus, viz.

Doctor H. married Dame *M. B.* (widow of Sir *T. B.* who, having several children by a former wife, did before his marriage with lady *B.* covenant with trustees to settle by fine, recovery, &c. as counsel should advise, divers manors, lands, &c. of the said Sir *T.* on said trustees, to the intent to secure an annuity of 500l. per ann. on lady *B.* payable quarterly commencing from the death of Sir *T.* which annuity is hereby declared to be in full for her jointure, and in bar of dower, and afterwards, before any settlement made by Sir *T.* pursuant to his covenant, the said Sir *T.* died considerably indebted in very large mortgages, and suits were commenced by the mortgagees, who getting possession of the estate, the annuity run in great arrear, and the lady *B.* married doctor *H.* and an account was taken of the arrears of the annuity, interest and costs, and settled at about 17000l. and doctor *H.* not being able to get the money in, he was advised to make an assignment of the arrears of the annuity, and the annuity itself to a trustee, in order to alter the property, which is to the following; viz. Indenture between the doctor, of the one part, and two trustees of the other part: reciting the marriage articles, and settlement made pursuant thereto, and that Sir *T.* died before any settlement, and that the lady married the doctor, and that by reason of the mortgage and incumbrances affecting said premises, the said annuity run in very great arrears; and reciting the decree and reports, the doctor, in order to vest the property of arrears of the said annuity in trustees, in trust for himself, his executors, &c. did bargain, sell, assign, and set over to the said trustees, the said arrears of the said

said annuity, and all sums and sum of money, duty and demands whatsoever, for or in respect thereof, due on the day of the date thereof, to hold said arrears to said trustees, &c. in trust for the said doctor, his executors, &c. and to the intent to vest the property of the said annuity of 500*l. per annum* in the said trustees, in trust for himself, &c. the said doctor did grant, bargain, sell, assign and set over to said trustees, &c. the said annuity of 500*l. per annum*, and all his estate therein, to hold, perceive, &c. to said trustees, their executors, &c. from thenceforth for the term of 99 years, (if the said doctor and lady B. his wife so long jointly live,) in trust for the said doctor, his executors, &c. (No covenant.)

Absolute Assignment from the Husband, of his Wife's Residuary Part of the Estate, and of a Bond, and Household Goods.

The husband obliged to secrete himself for his wife's debts.

P. G. his agent, who has found out goods taken privately from his late house.

Several things the husband is intitled to.

Consideration.

Assignment of third part of estate of A. M. deceased.

THIS INDENTURE, made, &c. Between H. P. of, &c. of the one part, and P. G. of, &c. of the other part: *Whereas* the said H. P. hath for several years last past, by reason of sickness and other infirmities and indisposition, and also by reason of his being obliged to withdraw himself from his usual place or places of abode, and not being able to appear for to manage and transact his affairs, and to avoid being arrested for divers extravagant debts contracted by his wife unknown to him: *And whereas* the said P. G. hath for the time aforesaid, managed and transacted and assisted him the said H. P. to the utmost of his power in the managing and transacting the same: *And* the said P. G. by his great care, diligence and expence, did lately find out and discover divers quantities of plate, household goods, furniture and other things of him the said H. P. to the value of 120*l.* and upwards, being the greatest part of his substance and fortune, which had been unjustly removed, taken and carried away from out of his late dwelling-house without his privity, consent or knowledge: *And whereas* he the said H. P. is intitled, in right of his late wife M. P. to one third part or share, or some other part or share of the estate and effects of A. M. late of, &c. widow, deceased: *And whereas* the said H. P. is likewise intitled to the sum of 100*l.* principal money, besides interest, by virtue of one bond or obligation in the penalty of 200*l.* conditioned for the payment of 100*l.* bearing date, &c. from him the said P. G. *And whereas*, the said H. P. is likewise possessed of, or otherwise intitled unto one bureau and book-case, a round card-table, &c. and divers other goods, chattels and things, in the possession and power of him the said P. G. *Now this Indenture witnesseth*, That he the said H. P. for the consideration aforesaid, and for the true, sincere, perfect friendship and respect which he bears for and towards him the said P. G. and for and in consideration of the sum of 5*s.* of, &c. to him the said H. P. in hand paid by the said P. G. before the sealing and delivery of these presents, and for divers other good, &c. Hath granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* fully, &c. grant, &c. unto him the said P. G. *All* that his the said H. P.'s right, title, and interest, both at law and in equity, of, in and to the said one third part or share of him the said H. P. of, in or to the estate and effects of her the said A. M. widow, deceased: *And also* the said in part recited

recited bond, payable for 100*l.* principal money, and of, in and to all Of a bond. the monies now due and payable thereupon, or which shall at any time or times hereafter become due and payable thereupon; *And also* of, in Of household or to the said bureau and book-case, and all and singular other the goods, goods, chattels and things above-mentioned, together with all and singular other the goods, chattels and things now in the possession of him the said *P. G.* of and belonging to him the said *H. P.* *To have and to hold* the said one third part or share, or other part or share of the said estate of the said *A. M.* widow, deceased, together with all and singular the dividends, profits, produce, income and advantage whatsoever, arising or hereafter to arise thereby or therefrom; *And also* the said in part recited bond or obligation, and all money now due thereon, or which shall at any time or times become payable thereupon, and the said bureau and book-case, and all and singular other the goods, chattels and things belonging to him the said *H. P.* and now in the possession of him the said *P. G.* his executors, administrators and assigns for ever, and to and for no other intent, use, trust or purpose whatsoever; any thing in these presents, or at law or in equity, or any otherwise howsoever contained to the contrary thereof in any wise notwithstanding. *And* the said *H. P.* hath nominated, *Ec.* him the said *P. G.* his, *Ec.* his true and lawful attorney, *Ec.* to ask, *Ec.* all and singular the said third part or share, or other part or share of the estate and effects of the said late *A. M.* and all benefit and advantage that shall or may arise thereby or therefrom, of and from all such person or persons who shall, or of right ought to pay the monies due thereupon, and to compound, or in any other manner to settle and adjust all accounts whatsoever, for, touching, and concerning the same, or any other matter or thing relating thereunto, and also to do, perform, transact and execute all and singular and every other lawful and reasonable act and acts, thing and things whatsoever, be the same by suit or suits at law or in equity or otherwise howsoever, either for obtaining, discharging or compounding the same, as shall be needful or necessary to be done in and about the premises. *And* the said *H. P.* for himself, *Ec.* doth hereby covenant, *Ec.* (*Covenants, good right, done no act, further assurance, penalty.*) *In witness, &c.*

Letter of attorney.

An Assignment from the Mother (as Administratrix) to her eldest Son, (in Trust for himself, and as Guardian to his Brother an Infant) of her Husband's Trade and Personal Estate, &c. and a Release from the Son (and as Guardian of his Brother) to the Mother, of their Right to their Father's Personal Estate, &c. also a Grant of an Annuity to their Mother.

THIS INDENTURE, &c. Between *M. J.* of, *Ec.* widow, (relict and administratrix of the goods, chattels, rights and credits of her late husband *W. J.* late of, *Ec.* deceased) of the one part, and *T. J.* of, *Ec.* for and on behalf of himself, and as guardian, and for and on behalf of his brother *S. J.* (which said *T. J.* and *S. J.* are the two sons of the said *M. J.* by the said *W. J.* her late husband) of the other part. *Whereas* the said *W. J.* in his life-time did carry on the trade or business of a lighterman, buying, vending and selling coals and other things incident and belonging to the said trade, and he the said *W. J.*

Recitals, viz. As to testator's trade and personal estate.

W. J. at the time of his death was possessed of, and interested (*int' al*) of and in a considerable personal estate, consisting in several parts or shares of ships, vessels and lighters, and also of several debts standing out and due to his estate, and also of a stock in trade, and several other goods and chattels particularly mentioned and set forth in the schedule or inventory hereunto annexed, amounting in the whole to the sum of — or thereabouts, as by an appraisement and valuation thereof made more fully appears: *And whereas* the said *W. J.* being so possessed and interested of and in such personal estate as aforesaid, did on or about — die intestate, and thereupon letters of administration having been duly granted to the said *M. J.* out of the — of all and singular the goods, &c. of the said *W. J.* she the said *M. J.* by virtue thereof, is now intitled to the same and to the due administration thereof, according to the several statutes in that case made concerning distribution of intestates estates: *And whereas* the said *M. J.* (in consideration of the natural love and affection which she hath and beareth to her two sons the said *T. J.* and *S. J.* and for their advancement in the world, and also in consideration that the said *T. J.* for himself, and as guardian of and on the behalf of his brother, hath agreed to give her the said *M. J.* such release touching their father's personal estate, as is herein after mentioned, and also agreed to pay to her the said *M.* during her life an annuity of 50*l.* *per annum*, in such manner as herein after also is mentioned) hath agreed to relinquish all her right and interest of, in and to her said late husband's trade, and also to assign to them the said *T. J.* and *S. J.* the said parts of ships, &c. and other the personal estate late of the said *W. J.* in the said schedule hereunto annexed mentioned, in such manner and subject as herein after is expressed: *And whereas* they the said *T. J.* for himself, and for and on behalf of his said brother *S. J.* (in consideration of such relinquishment and assignment to be so made of their said late father's trade and personal estate as aforesaid) have agreed to give to their mother the said *M. J.* such release touching all demands out of said late father's personal estate, and also to pay, and that the same shall be subject to make good to her the said *M. J.* during her life, an annuity of 50*l.* *per ann.* clear of all taxes and deductions, in such manner as herein after is for that purpose mentioned and expressed: *Now this Indenture witnesseth*, That the said *M. J.* in pursuance and performance of her before mentioned agreement, and also for and in consideration of the natural love and affection which she the said *M. J.* hath for them the said *T. J.* and *S. J.* and also in consideration of the said release and annuity herein after by them given and secured to be paid as aforesaid, and also for and in consideration of the sum of 10*s.* of, &c. by the said *T. J.* in hand, &c. and for divers other causes, &c. *She* the said *M. J.* *Hath*, and by these presents (as much as in her lieth) *Doth* freely, clearly and absolutely renounce, relinquish, quit claim, bargain, sell, assign, transfer and set over unto them the said *T. J.* and *S. J.* their executors, &c. *All* and all manner of benefit and advantage whatsoever to arise or be had or made by virtue of or on account of such trade or business of a lighterman, and in all things incident or belonging thereunto, so carried on by the said *W. J.* her late husband as aforesaid, and all and every the several parts or shares of and in the said several ships, vessels and lighters in the said schedule hereunto annexed particularly mentioned, and also all and every the several and respective debts, sums of money now due and owing to the estate late

As to his death, and administration granted to his widow.

As to her agreement to relinquish trade and assign stock to her two sons.

The son's agreement with the mother thereon.

Consideration.

The mother's relinquishment of the trade, and assignment of

Stock, &c. in the schedule mentioned; also debts,

late of the said *W. J.* and also all his stock, and all other the goods, stock in trade, chattels, effects and personal estate whatsoever late of him the said *W. J.* and other personal estate, &c. in the same schedule mentioned and set forth, together with all and every the mortgages, bonds, notes of hand, and all other securities and vouchers touching or concerning the same, and all the right, interest, property, benefit, advantage, claim and demand whatsoever of her the said *M. J.* either at law or in equity, of, in, to or out of the said hereby relinquished and assigned trade, parts of ships, vessels and lighters, stock, debts and other the said premises, by virtue of the said administration, or otherwise howsoever; *To have*, hold, receive, take and enjoy the said benefit of trade, several parts or shares of ships, &c. debts, stock in trade, goods, chattels, personal estate, and all and singular the herein before mentioned and intended to be hereby assigned premises, unto and to the only use and benefit of them the said *T. J.* and *S. J.* their executors, administrators and assigns from henceforth for evermore, in manner as follows, *viz.* As to one moiety or half part thereof, the whole in two equal parts to be divided, to go and be to the only use and benefit of the said *T. J.* his executors, administrators and assigns, and as to the other moiety or half part thereof, to go and be to the only use and benefit of the said *S. J.* his executors, administrators and assigns, and that in as full, large, ample and beneficial manner to all intents and purposes whatsoever, as she the said *M. J.* her executors and administrators, could or might have had, held, received or enjoyed the same, or any part thereof, in case these presents had not been made: (*Subject nevertheless* in the first place to the payment of all and every such debts as are now due and owing from the estate late of the said *W. J.* deceased, if any such there be, and also subject to the payment of the said annuity or yearly sum of 50*l.* to the said *M. J.* and her assigns during her life, by them the said *T. J.* and *S. J.* in the proportion and manner as follows, *viz.* The yearly sum of 25*l.* by the said *T. J.* his executors and administrators, and the like yearly sum of 25*l.* by the said *S. J.* or his guardian, executors and administrators, clear of all taxes and deductions whatsoever, on the four quarter-days herein after mentioned;) *And* for the considerations aforesaid, and also to the intent and for the better and more effectual enabling them the said *T. J.* and *S. J.* their executors, administrators and assigns, to recover, receive and discharge all and singular the hereby assigned debts, monies and other the said premises, to and for the several uses of them the said *T. J.* and *S. J.* in manner and subject nevertheless as aforesaid, she the said *M. J.* (as far as in her lieth) hath, and by these presents doth make, constitute, authorise and appoint, and in her place and stead put them the said *T. J.* and *S. J.* their executors, administrators and assigns, either or any of them, the true and lawful attorney and attornies irrevocable of her the said *M. J.* either in her, his or any of their name or names, to ask, &c. as well of and from all and every person and persons whomsoever who are now indebted to the estate late of the said *W. J.* the several and respective hereby assigned debts and monies by them due and owing thereto as aforesaid, as also all and singular the said parts of ships, vessels, lighters, and other the hereby assigned premises, and upon non-payment of all or any part of such debt, or not assigning or delivery of other the said hereby assigned premises, or of any part or parts thereof, to commence, sue and prosecute to effect any action or actions, suit or suits, and all other legal process whatsoever, either at law or in equity, against all

Habendum to the two four.

In moieties to prevent survivorship.

Subject to payment of the father's debts, and annuity to the mother.

Letter of attorney.

Assignments.

Assignor's
covenant

That the debts
are owing.

Further acts.

long release
to the mo-
ber, &c.

all and every such person and persons, for the recovering and receiving of all and singular the hereby assigned premises, and upon receipt thereof, or of any parts thereof, to release, &c. and also to do all, &c. And the said J. M. for herself, her executors and administrators, and for every of them, *Doth* covenant, promise and agree to and with each of them the said T. J. and S. J. and their respective executors, administrators and assigns, by these presents, in manner as follows, *viz.* That the said several hereby assigned debts are now due and owing to the estate late of the said W. J. and that the said M. J. hath not at any time assigned, released or discharged, all or any of the said debts, monies, and other the hereby assigned premises, nor shall or will at any time hereafter receive, release or discharge the same, or any part or parts thereof, nor shall or will disavow, disallow, discontinue, release or discharge any action, suit or other process whatsoever, which shall or may be brought or commenced for the recovering of the same, nor revoke, countermand or make void any power or authority hereby given to the said T. J. his executors, administrators and assigns, without their consent first had and obtained in writing for that purpose; *And also* that the the said M. J. her, &c. and all and every person or persons whatsoever lawfully claiming any right, interest, property or demand whatsoever of, in or to the said hereby assigned premises, or any part thereof, by, from or under them, or the said W. J. deceased, shall and will at any time hereafter, on the reasonable request, and at the charge of the said T. J. and S. J. or either of them, their or either of their, &c. make, do and execute, or cause and procure to be made, &c. all and every such other and farther lawful and reasonable act and acts, thing and things in the law whatsoever, as well for the corroborating and strengthening of these presents, and of every article and power hereby before given, as also for the further and better assigning and confirming of all and singular the hereby assigned premises, unto, and to and for the use and benefit of them the said T. J. and S. J. their executors, administrators and assigns, in manner and subject nevertheless as aforesaid, as by their or either of their counsel shall be reasonably advised or required, so as, &c. *And this Indenture further witnesseth.* That they the said T. J. for himself, and as guardian for and on the behalf of the said S. J. (in consideration of the assignment by the said M. J. of the premises in manner aforesaid) and also in pursuance of the herein before recited agreement, and for divers other good causes, &c. *Hath*, and by these presents *Doth*, for himself and for the said S. J. and for their respective executors and administrators, freely, clearly and absolutely remise, release, discharge and for ever quit-claim unto the said M. J. her executors and administrators, and to all and every other the administrators and representatives of the said W. J. deceased, *As well* all and every sum and sums of money whatsoever, as are now due, payable or demandable by them, or either of them, out of or from the estate late of the said W. J. or from the said M. J. as administratrix thereof, or otherwise howsoever, *As also* of and from all and all manner of action and actions, causes of actions, suits, claims and demands whatsoever both in law and equity, or otherwise howsoever, which they the said T. J. and S. J. or either of them, their or either of their executors or administrators, now have, or can or may at any time hereafter claim, challenge or demand against the estate late of the said W. J. or against her

the said *M. J.* as administratrix thereof, or for or by reason, or on account of any other matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents: *And this Indenture also further witnesseth*, That they the said *T. J.* and *S. J.* for the considerations aforelaid, and in full performance of the herein before recited agreement, and also for other, *&c.* Have given and granted, and by these presents the said *T. J.* for himself and as guardian for and on the behalf of the said *S. J.* and for their respective heirs, executors and administrators, *Doth* give and grant unto the said *M. J.* and her assigns, during her life, the before mentioned annuity or yearly sum of 50*l.* of, *&c.* to be paid by them in such equal proportions as aforelaid; *To have*, hold, receive, take and enjoy the said annuity or yearly sum of 50*l.* unto the said *M. J.* and her assigns during the term of her natural life, and to be paid and payable to her the said *M. J.* and her assigns upon the four most usual feasts or quarter-days of payment in the year, *viz.* *Lady-day, &c.* by four even and equal proportions, at or in, *&c.* without any deduction or abatement whatsoever out of the same, or any part thereof, either in respect of parliamentary taxes imposed or to be imposed, or otherwise howsoever; the first quarterly payment of the said annuity or yearly sum of 50*l.* to begin and be made upon *Lady-day* next ensuing the day of the date of these presents; *And* the said *T. J.* for himself, and for his executors and administrators, and also as guardian for and on the behalf of the said *S. J.* his executors and administrators, doth covenant, promise, grant and agree to and with the said *M. J.* her executors, administrators and assigns, by these presents, in manner and form following, *viz.* That they the said *T. J.* and *S. J.* or one of them, their or one of their heirs, *&c.* shall and will yearly and every year well and truly pay, or cause to be paid unto the said *M. J.* or her assigns, for and during her natural life, the said annuity or yearly sum of 50*l.* of such lawful money, and by such proportions as aforelaid, at the place and upon the several days and times herein before limited and appointed for the payment thereof, without any deduction or abatement whatsoever out of the same, or any part thereof, for taxes or otherwise as aforelaid, according to the true intent and meaning of these presents; *And also*, that they the said *T. J.* and *S. J.* or one of them, their or one of their executors or administrators, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *M. J.* her executors and administrators, and every of them, and her, their and every of their estate, real and personal, of and from all costs, losses, charges, damages and expences whatsoever which shall or may at any time arise, fall or happen to her, them or any of them; for, by reason or on account of her or their names being made use of in any such action or suit which shall or may be by them the said *T. J.* and *S. J.* brought or commenced by virtue of the herein before mentioned power or authority so given, as aforelaid, for the recovering and receiving of the said hereby assigned debts, monies and premisses, or any part thereof, or for, by reason or on account of any other matter, cause or thing whatsoever touching her or their names being so made use of by virtue of the power aforelaid. *And lastly*, for true performance of all and every the articles, covenants, clauses and agreements herein before mentioned, and which on the several parts of them the said *M. J.* and *T. J.* are herein before respectively contained, to be by them paid, done and performed, they the said

Grant of an annuity to mother.

Covenant.

to pay the annuity.

To indemnify, &c.

Penalty.

M. J.

M. J. and T. J. for themselves and for their respective executors and administrators, do hereby severally bind themselves unto each other, and to the respective executors, administrators and assigns of each other, in the penal sum of — of lawful British money, firmly by these presents. (a) In witness, &c.

A Release and Assignment by an Executrix of a surviving Executor of the two Testators Personal Estates, to a Devisee of the Real Estate of one of the Testators, in Trust to pay Debts, Legacies, &c. the Residue to the Assignee.

Consideration.

Release.

Assignment.

Exception.

Habendum.

Upon trust to pay debts, legacies, &c. to which the premises are liable, &c.

THIS INDENTURE, &c. *Between B. L. of, &c. widow, relict and executrix of the last will and testament of L. L. late, &c. who was surviving executor of the last will and testament of Sir W. L. late of, &c. deceased, of the one part, and W. R. L. of, &c. (devisee of the real estate of the said L. L.) of the other part, Witnesseth, That in pursuance and part of performance of certain articles of agreement bearing date —, &c. made or mentioned to be made between R. M. of, &c. (for and on the behalf of the said B. L. his daughter, then under the age of 21 years, of the one part, and the said W. R. L. of the other part, and for other good causes and considerations her thereunto moving) She the said B. L. Hath remised, released and quit-claimed, and by, &c. Doth, &c. unto the said W. R. L. his executors, administrators and assigns, All and singular the goods, chattels, and personal estate of the said Sir W. L. and L. L. or either of them, which since the decease of the said L. L. have come to the hands of the said W. R. L. or to the hands of any person or persons, in trust for him (except as herein after is excepted) and all actions, suits, accounts, claims and demands for or touching the same: And this Indenture further witnesseth, That for the considerations aforesaid, and for 5s. &c. to the said B. L. paid by said W. R. L. at, or, &c. the receipt, &c. She the said B. L. Hath assigned, transferred and set over, and by, &c. unto the said W. R. L. his executors, &c. All and singular the goods, chattels, credits, and personal estate of the said Sir W. L. and L. L. or either of them, and all securities for the same which have or hath come to the hands of the said B. L. or to the hands of the said W. R. L. in her right, Or whereof she the said B. L. is, or hath been possessed, or to which she the said B. L. as executrix of the said L. L. and Sir W. L. or of either of them, is any way intitled, either in law or equity, and the full benefit and advantage thereof, (All such jewels, as were at any time given or presented to the said B. L. by the said L. L. her said husband, deceased, or were in her own possession or belonging to her before her intermarriage with the said L. L. and such books and pictures as were her's the said B. L.'s before the said marriage, or given her by her said late husband or the said R. M. her said father, either before or since the said marriage, and which have been delivered to the said B. L. by the said W. R. L. or are in her custody, only excepted and foreprised;) To have, hold, receive and enjoy, all and singular the said personal estate and premises (except as is before excepted) unto the said W. R. L. his executors, administrators and assigns; Upon Trust that he the said W. R. L. his executors, administrators*

(a) The sons to give a bond to the mother for payment of the annuity, but referring to the same annuity, &c.

tors or assigns, shall and will duly administer and apply all the said personal estate which is or shall come to his hands (except as is before excepted) to and for the payment and satisfaction of all debts, legacies, and demands to which the personal estates of the said L. L. and Sir W. L. or either of them, are or is liable to; and from and after full payment and satisfaction of all such debts, legacies, and demands to which the same respectively are or is liable, To and for the sole use and benefit of the said W. R. L. his executors or administrators, without any account to be given or rendered for the same; And the said R. L. hath made, &c. And, &c. (Covenants has not, nor will release, but will do any further Act, &c.) In witness, &c.

Letter of attorney.
Covenants.

A Release and Assignment of a Moiety of an Estate, by one who had sold the same at an Under-value, &c. whereby the Sale was in the Opinion of Counsel void, to two Trustees, in Trust to reimburse a weekly Allowance to the Assignor, and the Costs of a Chancery Suit to recover the Premises, the Surplus to the Assignor.

THIS INDENTURE, made, &c. Between T. N. of, &c. one of the natural heirs, and one of the devisees named in the last will and testament of H. N. late of, &c. esq; his late father, deceased, of the one part, and H. W. of, &c. and H. T. of, &c. of the other part. *Recitals, viz.*
Whereas the said H. N. being seised in fee-simple of a considerable estate real estate of the value of 2500*l.* *per ann.* or thereabouts, and of a great personal estate to the value of 5000*l.* and upwards, did on or about the, &c. (being then of sound and perfect mind, memory and understanding,) make, publish, and duly execute his last will and testament in writing, whereby he the said H. N. did (among other things) give and devise (after his debts and funeral expences were first paid) unto L. N. eldest daughter of J. N. deceased, the yearly rent or sum of 400*l.* as long as she continued sole and unmarried; then and after her marriage, the yearly rent or sum of 140*l.* for and during the term of her natural life, to be issuing and payable out of all his the testator's real and personal estate, and to be paid half-yearly by equal portions; and he the said testator did give to her the said L. N. the several sums of 100*l.* and 500*l.* payable in manner as therein mentioned; and also the use of all his plate, household goods and linen during the time she continued sole and unmarried; and he the said testator did hereby give, devise and bequeath, all that real and personal estate, subject to the several charges, for and on account of the said legacies, unto the said L. N. *H. N.'s will.*
H. N. his eldest son, W. P. W. esq; G. N. (who died in the life-time of the said testator) and G. N. (who departed this life since the said testator,) their heirs, executors and administrators respectively, in trust and confidence, that all his debts, funeral expences, and money legacies should be thereout paid and satisfied; and after payment thereof, that by, and out of the said testator's remaining estate, there should be set apart or purchased, several estates in lands of inheritance in fee-simple of the yearly value of 525*l.* and another of the yearly value of 500*l.* and the third of the yearly value of 200*l.* and that the estate of 525*l.* *per ann.* should be settled upon his natural son the said H. N. for his life; remainder to trustees and their heirs, during the life of the same H. N. to preserve the contingent estate therein after mentioned, in such manner

manner as therein expressed ; and from and after his decease, to the use of the first and other sons of the same *H. N.* lawfully to be begotten, and the heirs male of the body and bodies of such first and every other sons respectively, severally and successively, one after another, according to their seniority ; and for default of such issue, to the use of the said testator's second son, the said *T. N.* party hereto, for his life, with remainder to trustees to preserve the contingent uses therein after limited, in such manner as therein mentioned ; and from and after his decease, to the use of the first and every other son of the said *T. N.* lawfully to be begotten, and the heirs male of the body and bodies of such first and every other sons, respectively, severally and successively, one after another, according to their, &c. with remainder to the same testator's son *H. N.* for his life, with remainder to trustees for the life of the son *H. N.* with remainder to the several sons of the same *H. N.* lawfully to be begotten in tail male successively ; with remainder over in default of issue male of the said testator's son *H.* and *T.* in like manner as therein before limited touching the said estate of 525*l.* *per ann.* and as to the moiety of the said 200*l.* *per ann.* to his the said testator's son *T. N.* for life, with remainder to trustees during the life of the said *T. N.* with remainder to the sons of the said *T.* in tail male successively, remainder to his the said testator's son *H. N.* for his life, with remainder to trustees during his life, with remainder to the sons of the same *H. N.* in tail male successively, with other remainders over for default of issue male of his the said testator's sons *T.* and *H.* in like manner as before are limited touching the first before mentioned moiety of the said 200*l.* *per ann.* And the said testator did hereby will, that until such settlements were made as aforesaid, there should be paid to each of his two sons and daughter for their maintenance out of the said estate yearly, by half-yearly payments, *viz.* to his said son *H.* 200*l.* and to his said daughter *D.* 100*l.* and the said *H. N.* the testator, did hereby give to his said daughter *D.* 500*l.* to the said *G. N.* his nephew 1000*l.* and to each of his other two nephews *G.* and *A.* therein named, 500*l.* a-piece, and to his niece *D.* 500*l.* and to his cousin *E. N.* 100 guineas, which last legacies he willed to be paid after his debts, funeral expences, and the 100*l.* and 500*l.* aforesaid given to the said *L. N. N.* and after the said settlements should be made, but willed that his said three nephews should have interest for their respective legacies after the rate of 4*l.* *per cent.* *per annum*, by half-yearly payments and equal proportions until payment of their respective legacies ; and the said testator thereby gave unto Mrs. *U. G.* 500 guineas, to be paid her as aforesaid, with interest, till the settlement should be made, and also gave unto Mrs. *S. N.* 26*l.* *per annum*, to be paid her during her natural life, issuing out of the profits of the said settled estates, and also gave unto *A. S.* widow, the yearly annuity of 52*l.* during her life, to be paid to her out of the profits issuing from the said settled estates, and the said testator did thereby make and appoint the said *L. N. H. N.* his son, *W. P. W. G. N.* and *H. N.* executors of his said will, and gave to each of them 100*l.* a-piece, and all the rest and residue of his real and personal estates he gave and devised unto his said two sons *H. N.* and *T. N.* their heirs, executors and administrators respectively, equally to be divided betwixt them share and share alike ; and it was his further will, that after payment of his debts, funeral expences, and the settlement made in manner as aforesaid, then the trust and executorship which he had made

and

and appointed as aforesaid, should from thenceforth cease and determine, and then appointed his said two sons *H. and T. N.* to be executors of his last will and testament: *And whereas*, the said *H. N.* the testator did sometime afterwards make a memorandum, by way of codicil (all of his own hand-writing) to his said will, by which codicil he gave unto his eldest son the said *H. N.* the yearly sum of 200*l.* more than his the said testator's son *T.* had allotted him by his said will: *And whereas* the said *H. N.* the testator died on or about the 18th of *February*, &c. without revoking or altering his said will or codicil, or either of them, or any part thereof: *And whereas* the said *G. N.* one of the trustees and executors appointed by the said will, died in the life time of the said testator *H. N.* *And whereas* the said *H. N.* the testator died on or about the 18th of *February*, &c. without revoking or altering his said will or codicil, or either of them, or any part thereof: *And whereas* the said *G. N.* another of the trustees and executors appointed by the said will, died since the death of the said *H. N.* the testator, by which deaths of the said *G. N.* and *H. N.* the whole estate so devised as aforesaid by the said *H. N.* the testator, is by right of survivorship become vested in the said *L. N. H. N.* the eldest son, and *W. P. W.* Nevertheless to, for, and upon the several trusts, intents and purposes mentioned, granted, and declared, in and by the said last will and codicil of the said *H. N.* the testator: *And whereas* some time after the death of the said *H. N.* the testator, the said *L. N.* (the said *H. N.* the son of the said *W. P. W.* declined to be concerned therein,) did prove the said will and codicil of the said *H. N.* the testator, in common form in the prerogative court of *Canterbury*; and he the said *H. N.* the son hath ever since only acted in the execution thereof; his mother the said *L. N. alias N.* having not thought fit to act, or declined to intermeddle therewith: *By virtue* of which said will of the said *H. N.* the testator, (after payment of his the said testator's debts and funeral expences, and subject to the payment of the said yearly sum of 400*l.* and 150*l. per annum*, unto the said *L. N. alias N.* in the manner and upon the condition aforesaid, also subject to the said several settlements of 525*l.* 50*l.* and 200*l. per annum*, by the said will directed to be made of lands, and settled on them the said *H. N.* the son, *T. N.* and *D. N.* in manner as aforesaid, and of the said yearly sums of 200*l.* 200*l.* and 100*l.* so respectively payable to them until such settlements so made in manner as aforesaid, and also subject to the payment of the said several other monies, legacies and annuities by the said will given, charged and payable out of his the said testator's estate as aforesaid, and also of the said sum of 200*l. per annum*, payable thereon to the said *H. N.* the son, more than what is thereby allotted to the said *T. H.* according to the said codicil as aforesaid,) he the said *T. N.* as one of the two residuary legatees, named and appointed, in and by the said will, became, and was, and is intitled to one moiety or half-part of all the real and personal estates which the said *H. N.* the testator, his late father, died seised or possessed of, or any ways intitled unto, which amounted to the value of — *l.* or thereabouts: *And whereas* by indenture of lease and release, the release being inrolled in the high court of chancery, bearing date respectively the 7th and 8th days of *October*, &c. and made or mentioned to be made between the said *T. N.* of the one part, and the said *H. N.* his brother, of the other part, (thereby reciting in part the herein before recited last

Codicil.

As to one of trustees and executors dying before the testator.

As to the testator's death. As to another of the trustees death since testator.

As to the proving of the will by Mrs. *L. N.* and *H. N.* the son.

As to what Mr. *T. N.* was intitled to by such will.

As to the conveyance and assignment from Mr. *T. N.* to his brother Mr. *H. N.*

Release of his moiety of the real estate.

Assignment of his moiety of the personal estate.

Assignment of his maintenance.

Although *H. N.* the son, by said deeds has obtained *T. N.*'s moiety in the real and personal estate, subject, &c.

will and testament and codicil of the said *H. N.* the testator, and further reciting (amongst other things) that the said *H. N.* the son, at the request and desire of the said *T. N.* had come to an agreement with the said *T. N.* not only for the absolute purchase of all his the said *T. N.*'s share of the residuum of the real and personal estates of the said *H. N.* the testator, but also for the purchase of all the right and interest devised and bequeathed to, or in trust for him the said *T. N.* of, in, to or out of the said several estates of 525*l.* *per annum*, and 500*l.* *per annum*, and 200*l.* *per annum*, appointed or directed in and by the said will to be settled as therein mentioned, and of, in and to the rents, issues and profits thereof, accrued and grown due, or to accrue and grow due to the said *T. N.* by virtue of the said will, and likewise for the purchase of all sum and sums of money due or to grow due, and devised, willed, or given as aforesaid, unto the said *T. N.* for his maintenance and education until such estate should be settled as aforesaid; and in consideration thereof, the said *H. N.* the son, had not only agreed to release and discharge the said *T. N.* his heirs, executors and administrators, from the sum of 2000*l.* which the said *T. N.* owes to the said *H. N.* the son, but also to secure to the said *T. N.* the further sum of 5000*l.*) *It is witnessed*, That as well for and in consideration of the said sum of 2000*l.* due and owing from the said *T. N.* to the said *H. N.* the son, and whereof the same *H. N.* did thereby release the said *T. N.* his heirs, executors and administrators, as also for and in consideration of the said sum of 5000*l.* so secured to be paid to the said *T. N.* by the said *H. N.* the son, the said *T. N.* did hereby grant and release unto the said *H. N.* the son, and to his heirs, all the residue of the real estate of the said *H. N.* the testator, and every part and parcel thereof, which by the said will was devised and bequeathed to the said *H. N.* and *T. N.* their heirs, executors and administrators, so to be divided as aforesaid; and which in consequence of such division should or ought to belong to the said *T. N.* by virtue of, or under the said will, or otherwise howsoever, with their and every of their appurtenances; *To hold* the same premises, with the appurtenances, unto and to the use of the said *H. N.* the son, his heirs and assigns; *And* for the considerations aforesaid, the said *T. N.* *Did* thereby assign and transfer to the said *H. N.* the son, his heirs, executors and administrators, all the residue of the personal estate of the said *H. N.* the testator, and every part and parcel thereof, which in and by the said will was devised and bequeathed to the said *H. N.* the son, and *T. N.* their heirs, executors and administrators; *To hold* the same premises next therein before assigned, with their appurtenances, unto the said *H. N.* the son, his heirs, executors and administrators; *And* for the considerations aforesaid, the said *T. N.* *Did* thereby assign and transfer unto the said *H. N.* the son, *All* the yearly and other sum and sums of money whatsoever, due and to grow due by virtue or under the said will, to the said *T. N.* for his maintenance and education as aforesaid; *To hold* the same yearly, and other sum and sums of money and premises, unto the said *H. N.* the son, his executors, administrators and assigns, as in and by the said before in part recited will and codicil, and indentures of lease and release, relation, &c. *And whereas* although the said *H. N.* by virtue of the said recited indentures of lease and release, hath hereby obtained a release and assignment of all his the said *T. N.*'s moiety of and in all the real and personal estates late of the said *H. N.* the testator,

tator, so by him devised in manner and subject as herein before mentioned, whereby he the said *T. N.* in consideration of the said sum of 2000*l.* therein mentioned to be due to him the said *H. N.* from the said *T. N.* and of the said sum of 5000*l.* therein mentioned to be by him the said *H. N.* secured to be paid to his brother the said *T. N.* as aforesaid, hath released and assigned unto the said *H. N.* his brother, the said 500*l.* *per annum*, by the said will directed to be laid out in lands, and settled on him the said *T. N.* for his life, and afterwards to his issue male, with other remainders over as aforesaid, and of the said sum of 200*l.* *per annum*, thereby payable to him for his maintenance until such settlement made, and also of his moiety of and in the sum of 400*l.* *per annum*, payable after the death of his mother the said *L. N. alias N.* and of his estate for life of and in the said several estates of 525*l.* and 200*l.* *per annum*, by the said will directed to be laid out in the purchase of lands and settled on his said brother *H. N.* and the said *D.* his — in case of their respective deaths without leaving issue male, and that he the said *T. N.* shall them survive, in manner as in the said will are mentioned and limited, and also of his the said *T. N.*'s moiety of and in the residue of the real and personal estates so devised as aforesaid; in regard that the said conveyance and assignment so made by the said *T. N.* to his said brother *H. N.* was by him so made on account of the same, *H. N.*'s lessening and false representing the value of the real and personal estates then of the said *H. N.* the testator, to him the said *T. N.* at the time of making the assignment for such conveyance, he the said *T. N.* being then unacquainted with the value of the said estates; *And also* in regard that the said *T. N.* on the day of the date thereof had received more than the sum of 500*l.* out of the said 5000*l.* consideration money, so mentioned to be secured to be paid to him by his said brother, as aforesaid, which 500*l.* was paid to him at the time of the executing the said conveyance, and the 4500*l.* residue thereof, is secured to him by several bonds entered into by the said *H. N.* and since delivered up to his said brother *H. N.* by the said *T. N.* without any consideration for the same; and as to the 2000*l.* mentioned in the said release as a debt due from the said *T. N.* to his brother the said *H. N.* 400 guineas, part whereof was by him won of the said *T. N.* at gaming, for which he gave him his note, which note was, upon his the said *T. N.*'s executing the said conveyance, delivered up to him by the said *H. N.* his brother; and as to 1000*l.* more thereof, the same was charged without a valuable consideration, and in regard that if the said whole sum of 7000*l.* had been actually paid, yet the same is not near a third part of the value of his the said *T. N.*'s moiety of and in the said real and personal estates so by him conveyed and assigned to his brother the said *H. N.* as aforesaid; *Therefore* it is by counsel advised, that the said conveyance is not good, the same being obtained by fraud and collusion, and for which reason it is presumed and believed the same will be by a court of equity made void and set aside; and for that purpose a bill is forthwith intended to be exhibited into the high court of chancery, in the name of the said *T. N.* against him the said *H. N.* and other proper persons, by them the said *H. W.* and *B. T.* for the recovering the moiety or a share of him the said *T. N.* of and in the said real and personal estates so by him conveyed and assigned as aforesaid: *And whereas* the said *T. N.* not having monies of his own to pay the charges of exhibiting the said intended bill, and for carrying

It was by lessening the estates.

By gaming.

The whole an under-value.

Advice of counsel.

A bill to be filed.

T. N. unable to pay the charges of suit, therefore desires *H. W.*

and *H. T.* to advance the same, &c. and to allow him a maintenance.

And proposes a repayment, &c. out of premisses to be recovered.

Consideration.

Grant and assignment.

Habendum.

on the cause, attending such bill, and other proceedings thereon during the space of two years from hence next ensuing, or until a decree of the said court made therein for the recovering the said premisses, hath desired of them the said *H. W.* and *H. T.* to advance monies for that purpose, and also in the mean time to pay him the said *T. N.* weekly one guinea for his support and maintenance; And as a security for repayment as well of the said one guinea weekly to be paid him for maintenance, as also of all and every the sum and sums of money and charges whatsoever, which shall be by them the said *H. W.* and *H. T.* or either of them disbursed, paid, expended or sustained, touching the carrying on and managing the said cause, hath proposed and agreed, that the same monies, together with interest for the same, shall be paid out of the said premisses, and all and singular the said premisses, as shall be so recovered, shall be subject to, and charged and liable with payment thereof, in such manner as herein after is, in that behalf, mentioned and expressed; In consideration thereof, they the said *H. W.* and *H. T.* at the special instance and request of the said *T. N.* (testified by his being a party to and executing hereof) Have agreed, out of their own proper monies, share and share alike, to advance and pay to him the said *T. N.* one guinea, weekly, and also all charges in exhibiting the said bill, and for carrying on the said cause during the time and in manner as aforesaid: Now this Indenture witnesseth, That in pursuance of the said recited agreement, and in consideration of the said one guinea to be weekly advanced, and in equal proportions, by them the said *H. W.* and *H. T.* from henceforth paid to the said *T. N.* for his support as aforesaid, and of their payment by like proportion of all such sums of money as shall be necessary for the exhibiting the said bill, and carrying on and managing the said intended cause during the said space of two years, or until such decree made therein as aforesaid, (the same to be at the election of them the said *H. W.* and *H. T.* and to the end and to the intent to secure re-payment unto them the said *H. W.* and *H. T.* of all and every the sum and sums of money by them so advanced and paid for the purposes aforesaid, together with interest for the same until re-payment thereof, in such manner as hereafter is mentioned, and for divers other good causes and considerations him thereunto especially moving, He the said *T. N.* Hath, and by these presents (as far as in him lies, or he can or may) Doth fully, freely, clearly, and absolutely grant, bargain, sell, release, remise, assign, transfer and set over unto them the said *H. W.* and *H. T.* As well as such part or parts of the estate, As also all such part or parts of the personal estate late of the said *H. N.* deceased, (father of the said *T. N.*) As likewise all and every sum and sums of money, and all other profits and advantage whatsoever, which shall or may, by virtue of the said intended, or any other suit or cause in chancery, or otherwise be ordered or decreed, obtained, recovered and received, to or for any use and benefit of him the said *T. N.* of, and from his brother the said *H. N.* or any other person or persons whomsoever, by virtue of his said father's will, or otherwise howsoever; and all right, interest, property, claim and demand whatsoever, both at law and in equity, of him the said *T. N.* or any person or persons in trust for him, be, in, to or out of the said hereby granted and assigned premisses, and every part and part thereof; To have and to hold, receive, take, and enjoy all and singular the herein before mentioned and intended to be hereby granted, released

ed and assigned estates, moines, and other premisses, unto, and to and for the only use and benefit of them the said *H. W.* and *H. T.* their executors, administrators and assigns, and that in as large, ample, and beneficial manner to all intents and purposes whatsoever, as he the said *T. N.* could or might have had, recovered, received, or enjoyed the same in case these presents had not been made; *Nevertheless* to and for the several ends, intents and purposes, and upon the trusts herein after mentioned and expressed, of, and concerning the same, *viz.* To the end, intent and purpose, that it shall and may be lawful to and for them the said *H. W.* and *H. T.* severally, and for their respective executors, administrators and assigns, *In the first Place*, by, and out of the said hereby granted and assigned premisses, when, and as soon as the same, or any part thereof, shall be ordered, decreed, recovered and received as aforesaid, to deduct and retain to their respective use and benefit, as well the one guinea *per week*, so agreed to be by them paid to the said *T. N.* for his present support and maintenance as aforesaid, *And also all* and every such other sum and sums of money as shall be by them advanced and paid on account of, or on behalf of the said *T. N.* for his exhibiting the said bill, and for all fees to counsel, clerks in court, solicitors, and all other charges whatsoever, touching the carrying on and managing the same said intended cause, or any other suit or cause which shall be by them brought or commenced against the said *H. N.* his brother, or any other persons for recovering of the same premisses, part thereof, as likewise all other costs, charges, damages and expences, which they the said *H. W.* and *H. T.* their heirs, executors or administrators, shall or may pay, expend, sustain or be put unto, for, or by reason of their, or any or either of their names being made use of in the said intended, or any other cause or suit as aforesaid, or of the trust hereby in them reposed, or any other matter or thing touching or concerning the same, together with all interest for and every the said several sums of money which shall be by them so paid, expended, and disbursed for the purpose aforesaid, at, and after the rate of *5l. per cent. per annum*, and from the respective times of paying, expending, and disbursing the same, until such time as the same shall be fully repaid and satisfied; *And* from and after full payment and satisfaction of all and every such sums of money, interest, expences and damages, in manner as aforesaid, and subject thereunto, unto the further uses, intents and purposes, and upon this special trust, that they the said *H. W.* and *H. T.* and the survivor of them, his executors, administrators or assigns, (at the costs and charges of the said *T. N.* his executors, administrators or assigns) shall and do transfer, assign, and pay all the residue of the said hereby granted and assigned monies and premisses which shall be so ordered, decreed, recovered, or otherwise obtained, when, and as the same shall be so recovered and received, to and for the only use and benefit of the said *T.* his heirs, executors, administrators and assigns, and to and for no other use, trust, end, intent or purpose whatsoever. *And* for the better and more effectual enabling them the said *H. W.* and *H. T.* their executors, administrators and assigns, to recover and receive all and singular the said herein granted and assigned premisses, (nevertheless to, and upon the ends, intents and purposes, and upon the trust, and subject in manner as aforesaid) *He* the said *T. N.* *Hatb*, and by these presents *Doth* constitute, &c. the said *H. W.* and *H. T.* jointly and severally,

Upon trust,

to retain the weekly allowance,

and charges of suit.

Letter of attorney.

verally, their, &c. the true and lawful attorney, &c. of him the said T. N. in his or their names, or in the names of them the said H. W. and H. T. or in the name or names of some or one of them, as counsel should advise, forthwith to exhibit the said bill in the said court of chancery, and to carry on and manage the said intended cause, or any other suit or cause in the said court, or elsewhere, and to prosecute the same to effect against the said H. N. (brother of the said T. N.) and all other persons whomsoever whom it may concern, for the obtaining and recovering of all and singular the herein before granted and assigned premisses, in such manner as they the said H. W. and H. T. or their assigns, shall be advised and think fit, and upon recovering and receiving thereof, or of any part thereof, by virtue of any order or decree, or otherwise, proper and sufficient release, or other discharge to give for the same; and also to do all and every such other, &c. for the recovering and receiving, as also for the releasing, assigning, and discharging of all and singular the said hereby granted and assigned premisses, and all that as fully and effectually, &c. And finally, he the said T. N. doth hereby give, &c. nevertheless to, for and upon the several ends, &c. And the said T. N. for himself, &c. doth hereby covenant, &c. (*Done no act to revoke*, other than and except as before appears in and by these presents) nor shall or will at any time hereafter do, &c. And also that he the said T. N. his, &c. shall not, nor will at any time (without the consent, &c.) release or discharge any part of the said hereby granted and assigned premisses, nor revoke or make void the above mentioned letter of attorney, or any power or authority given, nor shall or will at any time, (without such consent as aforesaid) release, discharge, discontinue, or do any other act whatsoever whereby to prevent, stop, or hinder any proceedings whatsoever, which shall or may be commenced or brought in the said court of chancery, or elsewhere, for the recovering of the said hereby granted and assigned premisses, or any part thereof, until such time as full payment shall be made to them the said H. W. and H. T. their executors, administrators and assigns, of the said several sums of money to be by them respectively advanced and paid for the purpose aforesaid, together with all interests, costs, charges and damages touching the recovering and receiving the same in manner as aforesaid. And further, that he the said T. N. his, &c. shall and will, at any time (until such time as full payment be made to the said H. W. and H. T. their, &c. of all and every such sums of money so to be by them paid and advanced as aforesaid) at the request of them the said H. W. and H. T. their executors and assigns, make, do and execute, or cause or procure to be made, done and executed, any further and other lawful and reasonable acts and things in law whatsoever, as well for the corroborating and strengthening of these presents, as also for the further and better granting and assigning of all and singular the hereby granted and assigned premisses, unto them the said H. W. and H. T. their executors or administrators; nevertheless to, for, and upon the several ends, intents and purposes, and upon the trust, and subject in such manner as is herein before mentioned and expressed, of, and concerning the same, as by them the said H. W. and H. T. their executors and assigns, or their counsel in law, shall be reasonably advised or required. *In witness, &c.*

Further
assurance.

XVIII. Of Exchequer Orders and Tallies.

An Assignment of three Exchequer Orders as a Collateral Security for the Payment of Money on Days certain on two Bonds.

THIS INDENTURE TRIPARTITE, made, &c. *Between Sir F. S. bart. of, &c. of the first part, the right honourable Sir S. D. knt. lord-mayor of the city of London, of the second part, and Sir F. D. of London, knt. of the third part. Whereas in and by one bond or obligation, bearing even date with these presents, the said Sir F. D. stands bound unto the said Sir F. S. in the penal sum of 6000*l.* conditioned for the payment of the sum of 3000*l.* of, &c. unto the said Sir F. S. his, &c. upon the, &c. And, in and by one other bond or obligation also bearing even date with these presents, the said Sir F. D. stands also bound unto the said Sir F. S. in the like penal sum of 6000*l.* conditioned for the payment of the sum of 3000*l.* of, &c. unto the said Sir F. S. his, &c. upon the, &c. And whereas by three several orders severally dated, &c. and severally signed by the lord G. Sir S. F. knt. and J. S. esq. then three of his said majesty's lords commissioners of his treasury, for payment of three several sums of 2000*l.* 2000*l.* and 2000*l.* unto R. earl R. or his assigns, in repayment of the like several sums by him lent unto his said then majesty, upon the credit of the exchequer, by virtue of a then late act of parliament, intituled, an act for granting, &c. for carrying on the war against France, as by three several tallies, severally bearing date the same day, appear together, with interest for the same after the rate of 7*l.* per cent. per ann. until repayment of the principal, which said three several orders are severally numbered, registered, and payable as followeth, that is to say, One numbered 554, registered and payable after 346,902*l.* 5*s.* 6*d.* another numbered 555, and registered and payable after 348,902*l.* 5*s.* 6*d.* and the other numbered 556, and registered and payable after 350,902*l.* 5*s.* 6*d.* and all interest due upon the three several orders to the 5th day of September last past before the date hereof hath been paid and discharged, as by the said three several orders and tallies, relation being thereunto had, more fully may appear. And whereas by three several indorsements respectively made upon the said three several orders, the said R. earl R. Hath assigned and transferred all his right, title, and interest of the same three several orders, unto the said Sir S. D. Now this Indenture witnesseth, That the said Sir S. D. doth by these presents acknowledge and declare, that his name was used in the said three several indorsements, in trust only for the said Sir F. D. his executors and administrators; and that the monies paid to the said R. earl of R. upon his assigning the said orders to the said Sir S. D. as aforesaid, were the proper monies of the said Sir F. D. and paid by him to the said earl: And this Indenture further witnesseth, That the said Sir F. D. Hath assigned and delivered the three several orders, and the three tallies in the same orders respectively mentioned, unto the said Sir F. D. to the intent and purpose that the same orders and tallies*

Recitals.
A bond from
Sir F. D. to
Sir F. S.
Another.

Three exche-
quer orders to
R. earl of R.

Indorsed to
Sir S. D. who
declares them
in trust for
Sir F. D.

Sir F. D. af-
signs the orders
to Sir F. S. as
a pledge for
securing the

shall

payment of
the bonds.

Sir F. S. co-
venants that
on payment
of the first
bond he will
deliver up one
of the orders,

and the other
two on pay-
ment of the
second bond

and permit
Sir F. D. to
receive inte-
rest of the or-
der till default
of paying the
bond,

and produce
the orders for
that purpose.

shall remain and be kept in the hands and possession of the said Sir F. S. his executors or administrators, as, and for a pledge and security for the true payment of the said two several sums of 3000*l.* and 3000*l.* unto the said Sir F. S. his executors, administrators or assigns, upon the said three several days of payment thereof, according to the several conditions of the said recited bonds, with full liberty and authority for the said Sir F. S. his executors or administrators, to sell or dispose of the said orders and tallies in case the said two several sums of 3000*l.* and 3000*l.* shall not be paid according to the conditions of the said bond, and by and with the monies arising by such sale and disposition, to satisfy him or themselves so much of the said two several sums of 3000*l.* and 3000*l.* as shall be unpaid according to the conditions of the said bonds; he and they paying the overplus to the said Sir F. D. his executors or administrators. *And this Indenture also further witnesseth*, That the said Sir F. S. for himself, his heirs, executors and administrators, doth covenant and agree, to and with the said Sir F. D. his executors and administrators, by these presents, in manner following, that is to say, That he the said Sir F. S. his executors or administrators (in case the said sum of 3000*l.* mentioned in the condition of the said first recited bond, shall be paid unto him or them upon the said day in the same condition mentioned for payment thereof) shall and will upon such payment, deliver into the hands of the said Sir F. D. or of his executors or administrators, the said order, numbered 554, undefaced, (inevitable accidents excepted;) *And also*, That he the said Sir F. S. his executors or administrators, (in case the said sum of 3000*l.* mentioned in the condition of the said last recited bond, shall be paid unto him or them upon the said day in the condition mentioned for payment thereof) shall and will, upon such payment, deliver into the hands of the said Sir F. D. or of his executors or administrators, the said two orders, severally numbered 555 and 556, as aforesaid, undefaced, (inevitable accidents also excepted.) *And further*, That he the said Sir F. S. his executors and administrators, until default shall be made of, or in payment of the said several sums of 3000*l.* and 3000*l.* or of one of them, or of some part thereof, contrary to the true meaning of the several conditions of the said several bonds, shall and will, from time to time, permit and suffer the said Sir F. D. his executors, administrators and assigns, to receive and take to his or their own use, the interest of the said three several principal sums of 2000*l.* 2000*l.* and 2000*l.* as the same interest shall grow due and be payable; *And also*, That in order to such receipts of interest, he the said Sir F. S. his executors and administrators, shall and will, at the request of the said Sir F. D. his executors, administrators or assigns, from time to time, cause the said several orders to be left at her majesty's receipt of exchequer, or elsewhere, for directing the payment of the interest of the said principal sums mentioned in the said orders, as is usual in such cases. *In Witness, &c.*

Amber

Another Assignment of three Exchequer Orders for securing the Payment of Money on a Day certain, pursuant to a Bond, (very short.)

TO ALL &c. R. A. of, &c. sends greeting. Know ye, that for better securing of the payment of the sum of, &c. unto W. H. &c. on the, &c. according to the condition of one obligation under the hand and seal of the said R. A. bearing date with these presents, and in consideration of 5s. to the said R. A. at or before the sealing hereof, by the said W. H. truly paid, whereof he acknowledges the receipt, He the said R. A. Doth hereby assign, set over, and deliver unto the said W. A. his, &c. to his and their own use and uses, Three several orders in her majesty's exchequer, made to the said R. A. by virtue of an act passed, &c. of the several numbers and dates, and for the respective principal sums of money, payable with interest, after the rate of 6l. per cent. per ann. herein after mentioned, viz. One No. &c., together with the said several sums of money mentioned in, and all other monies due and to grow due, by, and upon the said orders, and every of them: And all the estate, right, title, interest, claim and demand of him the said R. A. of, in, and to the same; Upon this Condition nevertheless, that if the said R. A. his, &c. shall truly pay or cause to be paid to the said W. H. his, &c. the said sum of ——— according to the condition of the said obligation, then these presents are to be void and of none effect; And the said three orders are to be re-delivered to the said R. A. his, &c. any thing aforesaid to the contrary notwithstanding. In witness, &c.

An Assignment of several Tallies for several Sums paid into the Exchequer towards the Purchase of Annuities, pursuant to an Act of Parliament, subject to Forfeiture, as mentioned in the Act.

TO ALL PERSONS, &c. C. H. of, &c. gent. sends greeting. *Whereas* the said C. H. in pursuance of an act of parliament lately made for continuing the several duties and subsidies therein mentioned, and for settling and establishing a fund thereby, and otherwise, for payment of annuities, to be sold for raising a further supply to her majesty for the service of the year 1707, and other uses, hath paid into the receipt of her majesty's exchequer, the eight several sums of 200l. a-piece, of lawful money, being the first and second payments of the four several sums of 800l. a-piece, towards the purchasing four several annuities or yearly sums of 50l. a-piece, to be paid to the said C. H. and his assigns, for a term of 99 years in the said act mentioned, to be computed from the 25th of March, 1707, as by four several tallies, dated the 27th day of March, aforesaid, and by four other tallies dated the ——— day of July instant, (relation being thereunto had) may appear: Now know ye, That for and in consideration of a certain competent sum of, &c. to the said C. H. in hand paid by the right honourable J. F. esq. at or before, &c. the receipt whereof, &c. he the said C. H. Hath bargained, sold, assigned and set over, and by, &c. unto the said J. F. his executors, administrators and assigns. The said

Payments of money into the exchequer towards purchase of annuities.

Consideration.

Assignment.

Habendum.

*Subject to
forfeiture, &c.*

*Covenant to
do any further
act, &c.*

said eight tallies, and all the estate, right, title, interest, term of years, property, claim and demand whatsoever, which he the said C. H. hath, or can, shall or may have, claim or demand of, in, or to the said tallies, and of, in, and to the said four annuities or yearly sums of 50*l.* a-piece, and the other tallies to be struck on payment of the remaining parts of the purchase monies of the said annuities, and of, in, and to the orders to be made out in his name for payment thereof; *To have and to hold* the said tallies, and all other the said hereby assigned or intended to be assigned premisses, unto the said J. F. his executors, administrators and assigns, from henceforth, for and during all the rest and residue now to come and unexpired of the said term of 99 years; *Subject nevertheless* to such forfeiture and loss as the said premisses are liable unto by the said act of parliament in case of non-payment of the remaining parts of the purchase-monies of the said annuities, according to the direction of the said act in that behalf. *And* the said C. H. for himself, &c. doth covenant and agree to and with the said J. F. his, &c. by these presents, that he the said C. H. his, &c. shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges of the said J. F. his, &c. (he or they paying the remaining parts of the purchase monies of the said annuities, according to the direction of the said act of parliament in that behalf) do, make and execute, or cause and procure to be done, made and executed, all and every further and other lawful and reasonable act and acts, thing and things, assignment and assignments in the law whatsoever, for the further, better, more full and absolute assigning and confirming the said four several annuities of 50*l.* a-piece, and the several orders and tallies made, and to be made out and struck in the name of the said C. H. for payment thereof, and every of them, unto the said J. F. his executors, administrators and assigns, for and during all the residue of the said term of 99 years to be then unexpired. *In witness, &c.*

XIX. Of Executorship.

Assignment of Executorship by an Executor to the Heir, with proper Covenants, and an Indemnity of Executor by Mortgage.

Parties.

*Recital of
lease and re-
lease, whereby
lands were
conveyed to
uses;
(Int' al') to
the lady K.
200*l.* per ann.
if needful, for
her mainte-
nance;*

THIS INDENTURE, made, &c. *Between* the right honourable J. earl of C. son and heir of the right honourable G. late earl of C. deceased, and residuary legatee of his last will and testament, of the one part, and J. W. of C. esq. sole executor of the said last will and testament, of the other part. *Whereas*, by indenture of lease and release, bearing date the first and second days of May, &c. made or mentioned to be made between the said late earl of the one part, and Sir W. L. then of, &c. bart. and W. S. then of L. esq. of the other part, the said late earl *Did* for the considerations therein mentioned, grant and convey all messuages, &c. then of him the said late earl, situate, &c. with their and every of their appurtenances, and all that the moiety of the manor or lordship of C. with all lands, &c. to the said Sir W. L. and W. S. and their, &c. among other uses, to the use and intent that the right honourable the lady K. sister of the said

said late earl, and her assigns, should have and receive yearly, during her life, out of the said lands and hereditaments, one annual rent of 200*l.* of, &c. payable half-yearly, &c. as is therein mentioned; the first payment, &c. *Subject nevertheless* to a certain proviso therein contained in these words, or to this effect, that is to say, *Provided always nevertheless*, and it is the true intent and meaning of these presents, that so much of the said yearly rent of 200*l.* as the right honourable E. then countess dowager of C. should under her hand declare not to be needful to be paid to the said lady K. for her maintenance or occasions, during the life-time of the said countess dowager, should not be paid or payable, but should cease as by, &c. *And whereas* the said countess dowager did not make any declaration under her hand concerning the premises: *And whereas* great part of the said annual rent of 200*l.* hath not been paid unto the said lady K. but the same still remains unpaid: *And whereas* the said G. late earl of C. did by his last will and testament in writing, signed, &c. by him the, &c. give and bequeath several legacies, and did thereby appoint the said J. W. his executor to see his said will performed: *And whereas* the said J. W. hath, by and with the privity, direction, and consent of the said J. earl of C. paid and discharged the funeral expences of the said G. late earl of C. and divers of the debts and legacies of the said late earl, which are mentioned and expressed in the schedule hereunto annexed: *And whereas* the said J. W. hath, at the request of the said J. earl of C. delivered unto him the said J. earl of C. all and every the acquittances and discharges which were made and given to him the said J. W. for the several sums of money by him so paid, and which are mentioned in the same schedule, the receipt of which said several acquittances and discharges the said J. earl of C. doth hereby acknowledge: *And whereas* it hath been agreed between the said J. earl of C. and the said J. W. that the said J. earl of C. shall from henceforth take upon him the performance and payment of all such things and sums of money as yet remain performable and payable by force of the said last will; and that in consideration thereof the said J. W. shall resign or assign in such manner as is herein after for that purpose expressed, unto the said J. earl of C. *All* such goods and chattels, rights and credits, and other things as the said J. W. hath or is intitled unto as executor of the same will, and which remain undistributed by him: *And whereas* the said J. earl of C. hath agreed to make such lease and demise to the said J. W. of and for the term of 500 years, as is herein after mentioned to be by him hereby made, to the end and intent thereby to indemnify and save harmless the said J. W. his, &c. and his, their, and every of their lands, tenements, goods and chattels, of and from all arrears of the said yearly rent of 200*l.* and of and from all and every the sum and sums of money mentioned or expressed in the said schedule, and of and from all actions, suits, costs, losses, charges, expences and troubles, which can, shall or may arise or happen by means or occasion of the premises, and also of and from all actions, suits, costs, losses, expences and trouble, which can, shall, or may at any time hereafter arise or happen by means of the said J. W. being executor of the said last will, or by means or occasion of the said J. W.'s assignment hereby made: *Now this Indenture witnesseth*, That in performance of the said recited mutual agreement, *He* the said J. W. *Hath* bargained, sold, assigned, transferred and

great part thereof unpaid. Late earl of C.'s will, J. W. his executor, who has paid funeral expences and several debts and legacies, and has delivered to the present earl of C. all acquittances taken for the same.

The said earl agrees to accept the executorship for the future, which the executor agrees to assign. The earl agrees to make a lease for a term of years to indemnify the executor.

J. W. assigns all the personal estate of the testator in his

hands as executor and heir at law.

Power to sue in the executor's name.

Covenant for further assistance and further enabling to sue in the executor's name.

Declaration that matters done by the executor were done with the privity of the heir at law.

Covenant that the heir will perform the executorship, and indemnify the executor.

and set over, and by, *Ec. Doth, Ec.* unto the said *J. earl of C. his, Ec.* All goods, leases and chattels, both real and personal, and all debts and securities for debts and other things, which the said *J. W.* hath, or is intitled unto as executor of the last will and testament unadministred by him, and all benefit thereof or thereby to be had, the receipt of all which securities, leases, goods and chattels, the said *J. earl of C.* doth hereby acknowledge; *and* the said *J. W.* doth hereby give unto the said *J. earl of C.* during his life, and after his decease unto his executors, *Ec.* full and lawful power and authority in the name of the said *J. W.* and his executors, at the costs and charges of the said *J. earl of C. his, Ec.* but to and for their own use and benefit to demand, receive, sue for, recover, and levy all debts, sums of money, and duties which do, or shall belong unto the said *J. W.* as executor of the said last will and testament; *And* the said *J. W.* for himself, his, *Ec.* doth covenant with the said *J. earl of C.* that he the said *J. W.* and his executors, shall and will, from time to time, and at all times hereafter, as occasion shall be, at the reasonable request and costs and charges of the said *J. earl of C. his, Ec.* do any further and other reasonable act and acts, for the further and better assigning to him or them the said goods, leases, chattels, and other the premisses mentioned to be hereby assigned, and also for the further or better empowering or enabling the said *J. earl of C. his, Ec.* in the name of the said *J. W.* or his executors, to demand, receive, sue for, recover, and levy such debts, sums of money, duties, and other the same premisses, as by the said *J. earl of C. his, Ec.* or any of them, or his, their, or any of their counsel shall be reasonably devised, so as for the doing thereof no person shall be required to go from the place of his or her then abode or dwelling; *And* the said *J. earl of C.* doth hereby acknowledge and declare, that all the said *J. W.* hath done or acted in relation to the execution and performance of the last will and testament of the said *G. late earl of C.* and mentioned in the said schedule hereunto annexed, hath been, with the privity, consent, direction, and approbation of the said *J. earl of C.* *Therefore also witnesses these Presents,* That in consideration thereof, and of the assignment thereby before made unto him the said *J. earl of C.* as aforesaid, and of the said *J. W.*'s delivering up to the said *J. earl of C.* all the releases, acquittances, receipts and discharges which he the said *J. W.* hath taken for the funeral expences, debts and legacies which he had paid as executor, as aforesaid, and also of his delivery of the probate of the said will, under the seal of the prerogative court of *Canterbury*, to the said *J. earl of C.* and in pursuance and part performance of the said agreement on the part of the said *J. earl of C. his, Ec.* and other considerations him thereunto moving, he the said *J. earl of C.* for himself, his, *Ec.* Hath granted, covenanted and agreed, and by these presents *Doth* grant, *Ec.* to and with the said *J. W. his, Ec.* that he the said *J. earl of C. his, Ec.* or some of them, shall and will, by and out of the premisses hereby assigned, make, do, satisfy, pay and perform, all payments and things whatsoever, which by the said last will and testament ought before the date hereof to have been made, done, paid, satisfied or performed, and were not, and also which after the date hereof ought to be made, done, *Ec.* so fully as the premisses hereby assigned will extend; *And also* shall and will from time, *Ec.* save and keep harmless, and indemnify the said *J. W.* his, *Ec.*

&c. and every of them, and his and their lands and tenements, goods and chattels, of, from and against all damage, costs, or expences which shall happen to come to him, them, or any of them, or which he, they, or any of them shall expend or be put to, for or by reason of any default or failure of or in the performance of the said last will and testament, or of any thing therein contained or relating thereunto, either before or after the date of these presents, or of any default or failure of, or in doing or omitting to do any thing which the executors thereof ought to have done, or not to have omitted, or which he hereafter ought to do, and not omit, and also for or by reason of the said J. W.'s making or executing of these presents, except such damage as shall or may happen to him or them by reason of the breach of the express covenants on the part of the said J. W. herein contained to be performed. And the said J. W. for himself, &c. doth hereby covenant and agree to and with the said J. earl of C. his, &c. that he the said J. W. had not at any time heretofore released or discharged; and further, That he the said J. W. or his, &c. shall not, nor will at any time hereafter, release or discharge, without the consent of the said J. earl of C. all or any of the premises. And the said J. earl of C. for himself, his executors and administrators, doth covenant and agree to and with the said J. W. his, &c. that he the said J. earl of C. his, &c. shall and will procure and obtain sufficient discharges for all such debts and legacies, as he or they shall hereafter satisfy or pay in performance of the said last will, and shall and will procure duplicates of the said discharges duly executed by the parties giving the same, and then shall and will deliver and give the said duplicates so executed to the said J. W. his, &c. And this Indenture further witnesseth, That in consideration of the premises, and for the securing the performance of all and every the covenants and agreements herein before contained or mentioned on the part of the said J. earl of C. his, &c. to be performed, and for and in consideration of the sum of 5s. of, &c. to the said J. earl of C. in hand, &c. he the said J. earl of C. Hath granted, bargained and sold, and by these presents Doth grant, &c. All that the manor of, &c. and all and every the messuages, &c. whatsoever, of him the said J. earl of C. situate, &c. or any of them in the said county of D. (Except only, &c.) and the reversion, &c. To have and to hold the same manors, &c. unto the said J. W. his, &c. from henceforth, for and during, and until the full end and term of 500 years fully to be compleat and ended, without impeachment of, or for any manner of waste, Under and subject to the provisos and agreements herein mentioned, expressed and declared, of, and concerning the same, that is to say, *Provided always*, and it is hereby declared and agreed, and between all the said parties to these presents, that if the said J. earl of C. his, &c. shall and do well and truly perform and fulfil all and every the covenants and agreements herein contained, which on his and their part are and ought to be done and performed, according to the true intent and meaning of these presents, and the said recited mutual agreement, then the said term of 500 years of and in the said premises and premises mentioned, or intended to be hereby leased, shall at the end of seven years next ensuing the decease of the said J. W. cease, determine, and be utterly void to all intents and purposes; any thing, &c. notwithstanding. *Provided also*, and it is hereby agreed, that in the mean time, and until the said earl of C. his, &c. shall

Covenant that the executor has not, nor will release, &c.

That the heir will procure duplicates of all discharges for debts for the executor.

Mortgage by the heir to indemnify the executor.

Proviso, that if the heir performs the covenants for seven years, the mortgage to be void.

Proviso, that until default, &c. the heir shall enjoy.

Covenants
feised, &c.
power to mort-
gage, &c.

That the mort-
gaged premi-
ses, after de-
fault, shall go
to the executor.

And in that
case to make
further assur-
ances.

shall make default in the performance of the covenants and agreements herein contained or recited, which on his and their part ought to be done and performed, by means or occasion whereof the said J. W. his, &c. or some of them, shall sustain some damage, or be put unto some trouble, suit, charge or expence, it shall and may be lawful to and for the said J. earl of C. his, &c. peaceably and quietly to have, hold, and enjoy the said manors, &c. mentioned to be hereby leased, and to receive and take the rents, &c. and of every part thereof, to and for his own use and benefit, without the lawful let, &c. of, or by the said J. W. his, &c. or of any of them, or of, or by any other person or persons lawfully claiming, or to claim, from, by, or under them, or any of them. *(A covenant from the earl of C. that he is seised in fee of the premisses hereby leased, and that he hath power to lease the same:)* And further, That the same manor, &c. mentioned to be hereby leased, and every of them, and every part and parcel thereof, shall, or lawfully may, from time to time, and at all time, from and after default shall be made by the said J. earl of C. his, &c. of, and in performance of the covenants and agreements herein contained and recited on the part of the said J. earl of C. his, &c. to be done and performed, remain, continue, and be unto the said J. W. his, &c. and during all the rest and residue which shall be then to come and unexpired of the said term of 500 years, without impeachment of waste, without lawful let, &c. of, or by the said earl of C. his heirs, or of, or by any person or persons whomsoever, freed and discharged of, and from all charges and incumbrances whatsoever. *(A covenant that from and after default shall be made of or in performance of the covenants and agreements herein contained or recited on the part of the said J. earl of C. his, &c. to be done and performed, be the said J. earl of C. will make further assurance of the premisses hereby leased unto the said J. W. his, &c. for and during all the rest and residue which shall be then to come and unexpired of the said term of 500 years, without impeachment of waste.)* In witness, &c.

An Assignment of an Executorship, by an Executor of a Widow, empowering the Assignee to prosecute a Suit, &c. to recover a Sum of Money charged on Copyhold Premises, in Consideration of a Sum paid; the Executor not being able to carry on the same.

Recitals.

The hus-
band's death.
The wife's
death.

THIS INDENTURE, made, &c. Between J. P. of, &c. executor of the last will and testament of A. M. late of, &c. widow; deceased, relict of J. M. late of C. in the said county, gent. also deceased, of the one part, and R. C. of, &c. of the other part: *Whereas, &c. (Recital of a surrender of copyhold lands by said J. M. to bold to trustees, in trust for him for life, after for A. D. his intended wife for life, after to be surrendered to the use of their issue, &c. so as said J. M. upon such surrender should pay 350l. to said A. D. or to such other as she should appoint, and in default of appointment to the executor or administrators of said A. D. and if the money was not paid, the premises to be sold, and in the first place pay the same the residue to J. M. and his heirs.)* And whereas the said J. M. deceased, about the ——— day of, &c. died, leaving the said A. M. theretofore A. D. his widow: And whereas the said A. M. deceased, on or about, &c. made her last will and testament in writing, and thereof made the said J. P. executor,

cutor, who proved the said will, and took upon him the burthen and Her will.
 execution thereof, and gave therein and thereby several legacies and *J. P. execu-*
 bequests, and after the discharging of the same, gave the overplus to, *tor, who prov-*
Ed. as in and by the said will, *Ed.* And whereas *J. M.* of, *Ed.* and *ed the will,*
T. M. of, *Ed.* sons of the said *J. M.* deceased, refused to pay the *and acted.*
 said 350*l.* to the said *J. P.* or otherwise satisfy him thereof, without *The two sons*
 his preferring a bill in the honourable court of chancery to obtain a *refuse to pay*
 decree, that the said lands and premisses may be sold, but the said *J.* *the money*
P. is incapable to do it without borrowing some money to prosecute *charged by the*
 such suit: *Now this Indenture witnesseth,* That the said *J. P.* for and *father, without*
 in consideration of the sum of 40*l.* of, *Ed.* in hand lent and paid to *a chancery suit.*
 the said *J. P.* by the said *R. C.* at, *Ed.* Hath granted, bargained, sold *Assignment.*
 and assigned, transferred and set over, and by, *Ed.* *Doth, Ed.* unto
 the said *R. C.* his, *Ed.* The letters of administration or probate of the
 will of the said *A. M.* deceased, with all his right, title, and interest
 therein, together with the will of the said *A. M.* decaas-
 ed; *To have and to hold* the said letters of administration
 or probate of the said will, and all the right, title and interest
 of him the said *J. P.* therein and thereunto, and of, in, and unto all
 other the premisses unto the said *R. C.* his, *Ed.* in as large, ample,
 beneficial a manner, to all intents, constructions and purposes whatso-
 ever, as he the said *J. P.* his, *Ed.* may, might, could, should, or
 ought to have had, held, and enjoyed the same; *And the said J. P.*
 for himself, *Ed.* to and with the said *R. C.* his, *Ed.* by, *Ed.* in man-
 ner, *Ed.* that is to say, That he the said *R. C.* his, *Ed.* shall and
 may, from time to time, and at all times hereafter, peaceably and
 quietly, have, hold and enjoy the said letters of administration and
 probate of the said will, and also receive and take the said 350*l.* due to
 the said *J. P.* given by the said will of the said *A. M.* deceased, or any *Covenants,*
 otherwise howsoever, in as full, large, and ample manner, as if the *peaceable en-*
 same had not been made; *And the said J. P.* hath made, *Ed.* the said *joyment, and*
R. C. his true, *Ed.* to ask, demand, sue for, recover and receive of *money.*
 the said *J. B. S. E. J. M.* and *T. M.* sons of the said *T. M.* decaas-
 ed, or any or either of them, all such sum and sums of money as are
 due to him the said *J. P.* his, *Ed.* by the will or probate of the will
 of the said *A. B.* deceased, or in any wise relating thereunto, giving,
Ed. and upon receipt, *Ed.* and to make, do, and execute all acts,
Ed. necessary to be done in and about the premisses for the recovery of
 all such sums of monies as are due to him the said *J. P.* aforesaid, as
 fully, *Ed.* ratifying, *Ed.* (*And then add a covenant for further assur-*
ance, as in Tit. Covenants, Ed.) In witness, &c.

An Assignment of Executorship and Testator's Effects, pursuant to a De-
crece, wherein the Assignor is covenanted to be indemnified, and Writ-
ings, &c. are delivered up, and a Release given.

THIS INDENTURE, TRIPARTITE, made, *Ed.* Between *J.* *Will.*
B. of, *Ed.* sole acting executor named in the last will and tes-
 tament of *A. K.* of, *Ed.* deceased, (who was sole acting executrix of,
Ed. also deceased,) of the first part, *C. K.* of, *Ed.* of the second part,
 and *J. T.* of, *Ed.* administratrix of the goods and chattels of, *Ed.*
 late of, *Ed.* deceased, of the third part. *Whereas, &c.* (*Recital of Proceedings in*
A. K.'s will, whereby she devised her lands for a term of years to J. B. chancery.
to pay her debts; and of an order in chancery for J. B. to account
with

Money paid,
and undertak-
ing to pay other
debts and lega-
cies by C. K.
whereupon
J. B. agrees
that he shall
receive all the
personal
estate, &c.
writings, &c.
delivered up.

Agreement to
impower C. K.
to sue, &c.
for debts.

Consideration.

Assignment.

Letter of
attorney.

Covenants.

Indemnity of
the assignor.

Receipts.

*with C. K. and assign the executorship, &c.) And whereas the said C. K. has paid to the said J. B. the sum of, &c. so reported due to him as aforesaid; and has also paid, and undertaken to pay, the sum of, &c. in discharge of the several other debts and legacies of the said M. K. and A. K. which then remained unpaid; upon which the said J. B. has agreed and consented, that the said C. K. shall have and receive to his own use the full benefit and advantage of all the personal estate of the said M. K. and A. K. which is yet in his hands, or standing out unreceived from the respective persons from whom the same is due; and for that end, the said J. B. has, with the consent of the said J. T. signified by her joining herein, and signing and sealing hereof, delivered to the said C. K. and J. T. or one of them, all the writings in his custody relating to the estates of the said C. K. J. K. M. K. and A. K. and has likewise delivered to the said J. T. the several securities in the first schedule hereunto annexed, relating to the personal estates of the said C. K. and M. K. and has also delivered to the said C. K. the several securities in the second schedule hereunto annexed mentioned, relating to the personal estates of the said M. K. and A. K. belonging, or either of them, which are in his hands; And has also agreed to authorize and impower the said C. K. to sue for, recover and receive all such debts, and other things as are due and belonging to their or either of their estates, saving only as herein after excepted: *Now this Indenture witnesseth*, That the said J. B. as well in obedience to the said decretal order, as in pursuance of the said agreement, and for the better enabling the said C. K. to sue for, recover, and receive the said debts and estates, and in consideration of the sum of 5s. of, &c. *Hath, &c.* and by, &c. *Doth, &c.* unto the said C. K. The several debts in the said second schedule hereunto annexed expressed, and all other the debts due and owing to the estates of the said M. K. and A. K. or either of them, and all and every the bonds, mortgages and securities, terms of years, interests and estates, concerning or relating to, or taken for the same: *To have and to hold* the same, and every of them to the said C. K. his, &c. as fully, &c. as the said J. B. his, &c. might, &c. hold, receive and enjoy, or take the same by virtue of the said will of the said A. K. or otherwise; *Saving* only the sum of, &c. remaining due from, &c. upon mortgage of lands in, &c. which debt and mortgage the said J. B. is by agreement to retain in his hands, and receive to his own use, having allowed the same to the said C. K. out of the money above mentioned to be paid by him to the said J. B. *And this Indenture further witnesseth*, That the said J. B. for the considerations aforesaid, hath made, &c. (*Letter of attorney to C. K. to receive the debts assigned.*) And, &c. (*Covenant that J. B. has not, nor will release, except, &c.*) And the said C. K. for himself, &c. doth covenant, &c. to and with the said J. B. his, &c. that he the said C. K. his heirs, executors and administrators, shall and will, at all times hereafter save harmless and keep indemnified the said J. B. his heirs, executors, administrators and assigns, and his and their lands, tenements, goods and chattels, of and from all costs, charges, damages and expences, which he or they shall sustain or be put to, for, or by reason of any action or suit that shall be brought in his name for any of the debts, duties, and other things due, owing, and belonging to the said M. K. and A. K. or either of them. *And lastly*, the said J. B. doth hereby acknowledge to have received of the*

the said *J. B.* the several securities in the said first schedule hereto annexed mentioned, relating to the estates of the said *J. K.* and *M. K.* And he the said *C. K.* &c. (*The like as to second schedule*) and has likewise received from him all the writings in his custody relating to the real estates of the said *C. K.* *G. K.* *M.* and *A. K.* And in consideration thereof, they the said *C. K.* and *J. T.* Do, and each of them *Doth* acquit and discharge the said *J. B.* of and from the same and every of them, and of and from all actions, suits and demands whatsoever, which they or either of them can or ought to have, challenge, claim or demand against him, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day next before the day of the date hereof, either in their own separate capacities, or as the said *J. T.* his administratrix of the said *G. K.* her uncle, and *M. K.* her sister, deceased. *In witness, &c.*

Release.

An Assignment of an Executorship, to put an End to Suits, &c.

THIS INDENTURE, made, &c. Between *F. G.* of, &c. and *S. H.* of, &c. executors of the last will and testament of *J. G.* late of, &c. deceased, of the one part, and *T. R.* of, &c. of the other part, *Witnesseth*, That *whereas* there have been divers suits and controversies between the said *E. G.* and *S. H.* and the said *T. R.* as well about the wardship (guardianship) of *E. G.* *G. G.* and *H. G.* daughters and coheirs of the said *J. G.* as also about the last will and testament of the said *J. G.* and about certain legacies therein contained, and by the same given and bequeathed unto dame *G. P.* now wife of *J. P.* *knt.* and late the wife of the said *J. G.* And *whereas* also there is in the said last will and testament a certain clause and appointment for the said *E.* and *S.* to give an account to the said three daughters of the said *J. G.* severally at their several ages of 16 years, and unto the above named *T. R.* or unto one of them, of the receipt of the rents, issues and profits, of the lands and tenements of the said *J.* as in and by the said will and testament, relation, &c. Now, for the final ending and appeasing all and singular the said suits and controversies, and for establishing of a perfect agreement between the said parties, and to the end and intent that the said last will and testament of the said *J. G.* and his meaning therein declared, may thereby the better be performed and fulfilled, and also that the said account appointed by the last will and testament of the said *J.* to be by the said *E.* and *S.* as aforesaid made, may be during the life of all the said parties given up and discharged, and by means thereof, and for and in respect that the debts and legacies of the said *J.* are at this present time almost satisfied, and that it may and will the better appear what sums of money the said daughters of the said *J.* will be to receive at their several ages, according to the last will and testament of their said father; *It is* for, in and upon the considerations aforesaid, and divers others, covenanted, granted and concluded upon, between the said parties and every of them, their heirs, executors, administrators and assigns, in manner and form following: *And first*, the said *E. G.* and *S. H.* for, in and upon the considerations aforesaid, and divers others them thereunto especially moving, *Have* given, granted, assigned and set over, and *Do* by these

Recital of divers suits, &c.

Clause in the will for the executors to account.

Now to end suits, &c. and that the will shall be fulfilled and the account discharged, the debts and legacies are almost satisfied.

It is covenanted, granted, and concluded as follows: 1st, The executors assign the testator's effects.

Habendum

for so long as
the premises
are devised to
the executors,
&c.

Grant of an
annuity till
the time that
one of the
daughters
should be of
such an age.
Clauses, pro-
viso's and co-
venants.

The assignor
covenants to
pay certain
legacies, and
to indemnify
the assignee
therefrom.

To produce
deeds.

Indemnity to
the assignors.

presents for them, their executors, administrators and assigns, give, &c. unto the said T. R. All that messuage, &c. and also the reversion and reversions, remainder and remainders, after the decease of A. G. widow, late the wife of J. G. deceased, and dame G. P. now the wife of the said J. P. knt. and late the wife of the said J. G. or after the decease of either of them, and the, &c. And furthermore the said E. G. and S. H. Do by these presents give, grant, assign and set over, unto the said T. R. One annuity, &c. To have, &c. all and singular the said messuages, &c. issues, revenues and profits, and all and singular other the said premises, with all and every their appurtenances, unto him the said T. R. his, &c. for and during the whole time that the said premises are by the said last will and testament of the said J. G. devised and bequeathed unto them the said E. and S. their, &c. and so long as, and in as ample manner and form to all intents and purposes, as they the said E. and S. or either of them, their, &c. are by the last will and testament of the said J. G. to hold and enjoy the same: And furthermore they the said E. G. and S. H. for, in and upon the consideration aforesaid Have given, granted and confirmed, and Do, &c. unto the said J. one annuity, (a) &c. to be issuing, &c. To have, &c. unto, &c. during and until E. G. one of the daughters of the said J. G. shall or may accomplish the age of, &c. if she so long live; and if she the said E. dies before her said age of, &c. for, during, until and so long as she the said E. if she had so long lived, might by computation of time have accomplished her said age of, &c. at two usual feasts, &c. the first payment, &c. (Add a clause of distress, a proviso not to charge the persons of the assignors, and that the assignors shall put the assignee in possession by delivery of 6d. and a covenant for peaceable enjoyment;) And also that the said E. G. and S. H. their, &c. shall and will well and truly content, satisfy and pay, or cause, &c. unto K. G. one of the daughters of the said H. G. all and all manner of legacies, gifts and bequests, as are given and bequeathed unto her the said K. as well by the last will and testament of the said H. G. as also by the last will and testament of the said J. according to the intent, purport and meaning of the said several last wills and testaments of them the said H. and J. and in such manner and form as the said legacies and bequests of them the said H. and J. are limited and appointed to be paid, and not otherwise, and thereof and of every part and parcel thereof to acquit, discharge, or otherwise well and sufficiently save and keep harmless and indemnified the said T. R. his heirs, &c. And, &c. (A covenant for the assignor to produce deeds. See Tit. Covenants.) And the said T. R. for and upon the consideration aforesaid, and to the intent and purpose that the said E. and S. their and every of their executors and administrators may be secured and saved harmless of all matters, things, suits, actions, incumbrances and deeds, wherewith or whereby they or any of them may be charged and incumbered, as be the executors of the last will and testament of the said J. G. and for every other causes, &c. Doth by, &c. for himself, &c. covenant, &c. in manner, &c. that is to say, that, &c. (The assignees at such times as

(a) See Tit. Grants for the forms of grants of annuities.

assignors give up their own account, shall indemnify the assignors from all charges, &c. on account of the said J. G.'s will, &c. and from legacies. A covenant that the assignee shall not make an account in writing of his receipts and disbursements to the children at their ages, but shall pay them the balance according to the said will. The assignors peaceably to enjoy all such messuages, &c. during the time the daughters shall remain wards, &c.) In witness, &c.

XX. Of Extents and other Executions, and of Lands, &c. taken or charged in Execution.

An Assignment of Extents to Trustees to protect several purchased Estates from Incumbrances.

THIS INDENTURE of six parts, made, &c. Between *W. B.* of, &c. of the first part, *A.* of, &c. of the second part, *A. B. C. D.* of, &c. trustees, of the third part, *Sir J. T.* of, &c. of the fourth part, *M.* of, &c. of the fifth part, and ——— *J. E.* and ——— of the sixth part. *Whereas* by indenture, dated 27th Oct. &c. made, &c. Between *J. B.* of, &c. of the one part, and said *W. B.* of the other part, Reciting that the said *Sir J. T.* stood indebted to the said *R. B.* in the sum of 456*l.* 13*s.* 3*d.* which was then lately bound by extent or otherwise, and that there was a *Scire facias* issued out of his then majesty's court of Chequer, at the request of the said *R. B.* against the said *Sir J. T.* in order to recover the same debt, the said *R. B.* in consideration of 456*l.* 13*s.* 3*d.* to him paid by the said *W. B.* (at the request of the said *Sir J.*) Did assign unto the said *W. B.* as well the said extent on such premises as aforesaid and all benefit and advantage that could or might be had thereby, as also all his right, title, interest, claim and demand whatsoever of, in and to the said debt of ——— and every part thereof: *And whereas* by indentures Tripartite, dated 20 Nov. &c. made, &c. between *G. H.* of, &c. of the first part, *W. B.* of the second part, and said *Sir J. T.* of the third part, Reciting also that said *Sir J. T.* stood indebted to the said *G. H.* in the sum of 720*l.* *And* that by inquisition returned and taken at the Guildhall, London, in the parish of St. Lawrence Old Jewry in the ward of Cheap, 15 May then last, the said *Sir J.* was found indebted to the said *G. H.* in the sum of 795*l.* whereof the sum of 720*l.* is now unpaid; *And* that a *Scire facias* issued out against the said *Sir J. T.* to extend and recover the said debts, at the request and by the procurement of the said *G. H.* to the end the same might be paid to the king's majesty in aid and discharge of a debt of 2000*l.* due from the said *G. H.* to his said majesty; *And* that the said *W. B.* at the request of the said *Sir J. T.* did agree to pay the said sum of 720*l.* to the said *G. H.* in consideration of the said sum of 720*l.* therein mentioned to be paid by the said *W. B.* to the said *G. H.* Did assign and set over unto the said *W. B.* the said sum and debt of 720*l.* and all and every bill and bills of exchange, which he the said *G. H.* or any in trust for him, had or might have, and all and every other security or securities for the same or any part thereof, and all and every right and advantage whatsoever which he had or might have by virtue

Recital of an Assignment (reciting an extent *Scire facias*) to *W. B.* of the extent, &c.

Debt found inquisition.

Scire facias.

Assignment thereof to *W. B.*

with letter
of attorney.

Debts contract-
ed in co-part-
nership.

Consideration.

Assignment of
the extents as
aforesaid as-
signed from
W. B. to
trustees, and
of bills of
exchange.

Assignment
of 740*l.* on
an extent
found.

Declaration
that the ex-
tents, &c.
are assigned
upon trust to
protect the
purchased
premises, &c.

of any process for the recovery of the same ; And the said *G. H.* Did thereby appoint the said *W. B.* his lawful attorney irrevocable to recover the said debt of 720*l.* against the said *J. T.* And whereas the said *J. A.* by deed, dated 15 *Oct.* &c. in consideration of 750*l.* to him paid as therein is mentioned, Did covenant, promise and agree to and with the said Sir *J. T.* and *W. B.* that he the said *J. A.* would at the costs and charges of the said Sir *J. T.* procure the extent found against *W. M.* for the sum of 740*l.* to be assigned to the said Sir *J. T.* and *W. B.* or whom they should appoint, as by the said several recited indentures and deed, &c. And whereas the said *J. T.* and *W. M.* have been copartners in returning several great sums of money by bill of exchange or otherwise, whereby the estate of each other might possibly be liable to extents against the other ; and they the said Sir *J. T.* and *W. M.* having contracted several debts whilst they were concerned together as copartners, they did agree that the said Sir *J. T.* should pay 6500*l.* or thereabouts, of the said debts ; and the said *W. M.* the sum of 4500*l.* and the aforesaid several sums paid as aforesaid by the said *W. B.* were paid as part of the sum of 6500*l.* which the said Sir *J. T.* was to pay as aforesaid : Now this Indenture witnesseth, That for and in consideration of 5*s.* &c. by the said *W. B.* jun. *T. E.* and *R. C.* (the trustees) in hand well and truly paid to the said *W. B.* at, &c. the receipt, &c. he the said *W. B.* (by and with the consent, direction and appointment of the said Sir *J. T.* and *W. M.* testified, &c. Hath assigned, transferred and set over, and by these presents Doth, &c. to *W. B.* jun. *J. E.* and *R. C.* their executors, administrators and assigns, As well the said several and respective extents to him so as aforesaid assigned, As also all and every sum and sums of money due or to be due for or by reason of the same, together with the respective assignments thereof, And all and every bill and bills of exchange for any sum or sums of money, to the payment whereof the said Sir *J. T.* and *W. M.* or either of them, were or is liable, which the said *W. B.* hath in his custody or power, or is in any ways intitled unto ; To have and to hold the said several extents, bills of exchange and money thereupon due unto the said *W. B.* jun. *J. E.* and *R. C.* their executors, administrators and assigns : And this Indenture further witnesseth, That the said *J. A.* for and in consideration of, &c. to him in hand likewise paid by the said *W. B.* jun. *J. E.* and *R. C.* at and before, &c. the receipt, &c. and in performance of his said covenant to the said *W. B.* as aforesaid, Hath assigned, transferred and set over, and by these presents (by the like direction and appointment of the said Sir *J. T.* *W. B.* and *W. M.* and at the nomination of the said *W. B.* *J. E.* and *R. C.* testified as aforesaid) Doth, &c. unto the said *W. B.* jun. *J. E.* and *R. C.* As well the said sum of 740*l.* and the extent thereof found as aforesaid ; As also all right, title, interest, benefit, advantage, claim and demand whatsoever of him the said *J. A.* of, in and to the same ; To have and to hold the same extent and sum of money, and every of them, unto the said *W. B.* jun. &c. executors, administrators and assigns ; And it is hereby declared by and between all and every the parties to these presents, that the said several extents and bills of exchange assigned to them the said *W. B.* jun. &c. are so to them assigned, Upon trust in the first place, that all and every the said extents shall be kept on foot to protect as well the manors, messuages, &c. late of the said Sir *J. T.* and dame *D.* his wife, purchased by the said *W. B.* likewise all other the messuages of the

the said Sir J. T. and dame D. his wife, and either of them (not sold,) as also all the messuages, &c. late of the said W. M. and conveyed to them the said J. E. and C. C. from all mean and other incumbrances, and to be made use of for that purpose, and that the same and the said bills of exchange shall not be made use of to the prejudice of the said W. B. J. E. C. C. Sir J. T. and W. M. any or either of them, or any other person or persons claiming, or which hereafter shall claim the said premises, or any part or parcel thereof, by, from or under them, or any or either of them. *In witness, &c.*

An Assignment of several Extents and Inquisitions thereon found by the King's Receiver General to the Creditors of one of the Cognizors, on the other Cognizor's paying the whole Money to keep them on Foot against the former Cognizor, he being absconded.

THIS INDENTURE TRIPARTITE, made, &c. *Between G. H. of, &c. of the first part, Sir J. T. of, &c. knt. and J. M. of, &c. merchant of the second part, and A. B. of, &c. of the third part.* Recital of an inquisition taken on an extent.

*Whereas by an inquisition taken at Guildball, London, the, &c. last past, by virtue of his majesty's writ of extent, dated the same day, the said J. M. and one W. N. of, &c. are respectively found indebted to the said G. H. as his majesty's receiver general for the said county of S. for the aid granted to his majesty the ——— years of his reign, by an act of parliament, intituled, &c. in the sum of 720*l.* for the like sum received by the said J. M. and W. N. for the use of the said G. H. and is found to be received by him the said G. H. for the use of our sovereign lord the king out of the aid aforesaid; and by the same inquisition the said Sir J. T. is found indebted to C. S. of, &c. in trust for the use of the said G. H. as receiver general aforesaid, in the several sums of, &c. for the like sums of money received by the said G. H. for the use of our sovereign lord the king: And whereas since the said inquisition, the said several sums thereby found are ordered to be seized into his majesty's hands, and an immediate extent hath been awarded against the said W. N. and a writ or writs of *scire facias* have been awarded against the said Sir J. T. and J. M. to shew cause why his majesty should not have execution against them respectively for the recovery of the sums found against them; and they the said Sir J. T. and J. M. have appeared and pleaded thereto, as by the said extents, inquisitions and other proceedings thereon, relation, &c. And whereas there was no more due to the said G. H. than 720*l.* in the whole, and the said debt was contracted and became due upon account of certain bills of exchange drawn by the said W. N. upon the said Sir J. T. and indorsed and negociated by the said J. M. at the request of the said W. N. for the proper debt and account of them the said Sir J. T. and W. N. and the said W. N. having absconded himself, &c. the said Sir J. T. before the sealing and delivery of these presents hath paid to the said G. H. the said sum of 720*l.* and also the sum of ——— for the costs and charges in prosecuting the said extent: And whereas it was and is agreed, that the said extents, and the benefit and advantage thereof, should be assigned over unto the said A. B. &c. for obtaining his majesty's aid thereupon, to be prosecuted and made use of against the said W. N. for and towards payment of such debts as are due and owing by the said W. N. to the said A. B. &c. other creditors, (which were contracted by the said*

Extent awarded.
Scire facias and proceedings thereon.
What due in the whole to the receiver general.
Sir J. T. paid the money due on extent.
Agreement to assign extent to be made use of against W. N.

W. N.

Upon trust
that no exe-
cution shall
issue against
Sir T. J. and
J. M.

Consideration.

Assignment.

Letters of
attorney.

Covenants.

The extents
in force, and
shall not re-
ceive the mo-
ney nor re-
voke, &c.
Proceedings.

W. N. in negotiating bills of exchange, remitting of money, and in other transactions lately carried on by him the said Sir J. T.) and his estate, as shall be thought necessary, but upon this special trust and confidence, that no execution, extent, attachment, *levari facias*, or other process whatsoever, shall at any time hereafter, for and during the space of 1000 years from the date hereof to be accounted, be sued out, prosecuted, awarded, executed, levied or made use of against the said Sir J. T. and J. M. or either of them, their or either of their heirs, executors or administrators, or his, their or either of their goods and chattels, lands, tenements or hereditaments, or whereof or wherein they or either of them are now, ever were or at any time hereafter shall be seised, possessed, interested and intitled by any ways or means, right or title whatsoever: *Now this Indenture witnesseth*, That for and in consideration of the sum of 780*l.* of, &c. to him the said G. H. in hand, &c. the receipt, &c. he the said G. H. Hath granted, bargained, sold, transferred, assigned and set over, and by, &c. Doth fully, &c. grant, &c. unto the said A. B. &c. their executors, administrators and assigns, The said several extents and inquisitions, and all and every the sum and sums of money thereon due or to become due, and all the right, title, interest, benefit of his majesty's aid, profit, advantage, claim and demand whatsoever, of him the said G. H. of, in and to the same, or any and every part thereof; To have, hold, receive, perceive and enjoy the said several extents, and all and every the sum and sums of money thereon due or to become due, and every part thereof, unto them the said A. B. &c. their executors, administrators and assigns, as their own proper right and title for ever; And the said G. H. doth by these presents nominate &c. the said A. B. &c. as his true and lawful attornies, in his name, or in the name of his majesty or otherwise, as shall be judged necessary, to require, recover, ask and demand the said several sums of money in the said inquisitions or extents mentioned, of and from the said W. N. his heirs, &c. and to sue forth and prosecute any writ or writs, extents, executions or other process, or otherwise proceed upon the said inquisitions or extents against the said W. N. his, &c. or his or their lands or tenements, goods or chattels, and to discharge, release or vacate such extents and inquisitions, or any proceedings thereon, as fully and effectually as he the said G. H. might or could do if these presents had never been had or made; And, &c. that the said extents and inquisitions are now in full force and effect, unvacated, unsatisfied and undischarged, and that the said G. H. his, &c. shall not, nor will at any time hereafter receive or take all or any part of the monies due or to become due upon or by virtue of the said inquisitions or extents, or either of them, or vacate, annul, discharge, revoke, stop, supersede or make void the said extents or inquisitions, or any proceedings that shall be had, made or taken thereupon, without the consent of the said A. B. &c. their, &c. in writing, &c. And that he the said G. H. his executors and administrators, shall and will from time, &c. at the request, &c. do, &c. for the further ratifying and confirming of these presents, and for the maintaining, justifying and supporting all lawful and regular proceedings that shall at any time hereafter be had, made or taken upon the said inquisitions and extents, or either of them, by virtue of these presents. *Provided always*, and it is hereby covenanted, concluded and agreed by and between all, &c. and the true intent, &c. and the said A. B. &c.

for themselves, &c. do by, &c. covenant, &c. to and with the said Sir J. T. and J. M. jointly and severally, and to and with their joint and several executors, &c. that no extent, execution, attachment, or other process upon the said inquisitions or extents, or either of them, shall at any time hereafter, during the space of 1000 years from, &c. be sued, &c. (*As in recital.*) *In Witness, &c.*

An Assignment by the Sheriff of a Term of Years, taken in Execution on a Fieri Facias.

THIS INDENTURE, made, &c. *Between B. H. esq; Sheriff of the county Palatine of Lancaster, on the one part, and R. B. of, &c. on the other part, witnesseth, That whereas the said R. B. in the court of common pleas at Lancaster before the king's justices there, did heretofore obtain a judgment against T. S. late of, &c. for a debt of 10*l.* and 86*s.* and 6*d.* damages; Whereupon a writ of fieri facias was afterwards sued forth, directed to the sheriff of the said county; And before the return thereof, viz. the — day of, &c. now last past, before the date of these presents, was delivered to the said B. H. then sheriff as aforesaid, to be executed: And whereas, the said T. S. at the time of the delivery of the said writ to the said sheriff, was and stood possessed of and intitled to one messuage, &c. for a certain term or terms of years yet in being, at and under-certain rents, boons and services, by virtue of one or more demise or demises thereof made, or certain mesne assignments therefrom derived, or otherwise, which said messuages and assignments, the said sheriff hath by virtue of the said writ taken in execution and seized into his hands. Now this Indenture witnesseth, That the said sheriff, for and in consideration of the sum of — (*so much as the estates are appraised to*) of lawful British money to him the said R. B. at or before the execution hereof in hand paid, in part of and towards the satisfaction and discharge of the said debt and damages, the receipt whereof the said sheriff doth hereby acknowledge, and for divers, &c. Hath granted, bargained, sold, assigned and set over, and Doth hereby, as much as in him is, and he lawfully may, grant, &c. to the said R. B. All and every the said messuages, &c. with the appurtenances; And also all the whole estate, right, title, term of years, interest, claim and demand whatsoever, which he the said T. S. or any other person or persons in trust for him, had, have or hath, or might, could, ought to have therein or thereunto, which the said sheriff can or may grant, assign or set over in any wise howsoever; And the said sheriff doth hereby agree that the said R. B. and his assigns, shall hold and enjoy the said premises in as large and beneficial manner to all intents and purposes, as he the said T. S. or his assigns, or any other person in trust for him or them may, or in any wise ought to enjoy, and as he the said sheriff is in any wise enabled, by virtue of the said writ of fieri facias, to grant, sell or dispose of the same. And the said R. B. doth hereby for himself, his heirs, executors and administrators, covenant, grant, promise and agree, to and with the said sheriff, his executors and administrators, that he the said R. B. his executors, administrators and assigns, shall and will at all times hereafter save and keep harmless and indemnified the said sheriff and his under-sheriff, their and each of their executors and*

Judgments.

Execution.

Defendant on suing out execution possessed of leasehold estate, which is now taken in execution.

Consideration.

Assignment.

Indemnity to the sheriff.

and administrators, of and from all actions, suits, bills, complaints in law or equity, troubles, charges, damages and expences whatsoever that may fall out, arise or be against them, or any of them, for or by reason of this present sale, assignment, or the said seizures touching the premises, or on any account that may be demanded or required concerning the same. *In Witness, &c.*

Assignment of Lands extended (by an Elegit) on a Judgment for 500l. Debt, (found in an Inquisition by the Sheriff, and Possession delivered) to a third Person, wherein the Heir of the Person against whom the Judgment was obtained, joined in order to re-assign on Payment of the Money and other Sums lent him and secured on the other Lands, &c.

Recitals.

The judgment.

The execution thereon and the inquisition found,

and possession delivered.

Consideration.

Assignment by M. S. L. by the direction of W. T. Premises.

THIS INDENTURE TRIPARTITE, made, &c. Between M. S. L. of, &c. of the first part, T. T. of, &c. of the second part, and W. T. of, &c. and heir of A. R. &c. widow, of the third part. *Whereas* the said M. S. L. did heretofore, (that is to say in Hilary term, which was in, &c. obtain a judgment in due form of law in his majesty's court of king's bench at *Westminster*, against the said A. R. viscountess B. for 500l. and 9l. 12s. costs of suit, as by said judgement remaining on record in the said court may appear. *And whereas* by virtue of the said judgment remaining a process or writ of execution by way of *elegit* was since awarded and directed to the sheriff of the county of B. and by force thereof, and an inquisition thereon duly taken, the said sheriff did find and certify, that the said A. R. viscountess B. on the day the said judgment was had and obtained against her as aforesaid, and at the time of the taking the said inquisition, was seised in fee-simple of the rectory impropriate of T. with the appurtenances in the said county of B. then or late in the occupation of the said — — of the clear yearly value of 200l. over and above all reprises, and also of, &c. (*here was inserted much as amounts to half of the premises found in the inquisition*) all of the clear yearly value of 160l. a moiety of the lands and tenements found in the said recited inquisition, the sheriff aforesaid did accordingly deliver to the said M. S. L. To hold to her the said M. S. L. and her assigns her freehold, according to the form of the statute in that case made and provided, until 500l. debt and her costs and damages should be fully levied. As by the said judgment, *elegit*, inquisition and return thereof remaining on record in the said court of king's bench, relation being thereunto respectively had, more fully and at large it doth and may appear: *Now this Indenture witnesseth*, That the said M. S. L. for and in consideration of the sum of 163l. of, &c. to her in hand well and truly paid by the said T. T. (by the direction and appointment of the said W. T.) at &c. and in consideration of the sum of 1837l. of like &c. to the said W. T. in hand also paid by the said T. T. the several and respective receipts whereof are hereby respectively acknowledged and for other good causes and considerations thereunto moving, the said M. S. L. (by the direction of the said W. T. testified, &c. Hath granted, assigned, transferred, and set over, and by these presents doth, &c. unto the said T. T. his executors, administrators and assigns, All the said rectory; messuages, lands, tenements and hereditaments, with their and every of their appurtenances delivered in the

the said *M. S. L.* by the said sheriff as aforesaid, and all her estate, right, title, interest, property, claim and demand whatsoever, of, in and to the same; and all her right, title and interest, in and to the said debt, judgment, *elegit*, and extent before recited, and all the benefit thereof, and of and in the said rectory, messuages, lands, tenements, hereditaments and premises with the appurtenances so delivered as aforesaid, and every part and parcel thereof, and all rents, issues and profits of the said premises: *To have and to* **Habendum.**
hold the said, &c. with the appurtenances, unto the said *T. T.* his executors, administrators and assigns; *And this Indenture further witnesseth,* **Confirmation**
 That the said *W. T.* for the considerations aforesaid, *Hath* granted, ratified, and confirmed, and by these presents *Doth*, &c. unto the said *T. T.* his executors and assigns, *The* said rectory, &c. with the appurtenances hereby assigned or mentioned to be assigned, *To hold* the same **Covenants.**
 to the said *T. T.* and his assigns; *And* the said *M. L. S.* for herself, her heirs, executors and administrators, doth covenant, promise and agree, to and with the said *T. T.* and his assigns, by these presents, that she **Has not discharged, &c.**
 the said *M.* hath not assigned, released, or discharged the said judgment, *elegit* or execution, or done any act, matter or thing, nor will do any act, matter or thing, to release, discharge, or prejudice the said debt, judgment, *elegit*, execution, extent, or the interest of the said *T. T.* his executors, administrators or assigns, in, or to the same in any wise whatsoever; but that the said *T. T.* his executors, administrators or assigns, shall and may, notwithstanding any act done or to be done by her, by all good and lawful means he lawfully may or can, receive, perceive, take and enjoy all and singular the premises hereby granted and assigned, or intended to be granted and assigned, and the rents, issues and profits as aforesaid; *And* the said *W. T.* for himself, his heirs, executors and administrators, doth, &c. to and with the said *M. S. L.* her, &c. by these presents, that he the said *W. T.* his, &c. shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *M. S. L.* her heirs, executors and administrators, and every of them, of, from, and against all troubles, charges, damages, and expences whatsoever that shall in any wise happen to her or them, or grow, arise or accrue, by consent, means, or occasion of any reservation, in the name or names of her the said *M. S. L.* her heirs, executors or administrators, by virtue or means of this present assignment, or any thing herein contained, or by reason or means of any writ or writs, bill or bills, suit or suits in any court of law or equity, or by any action or process against the said *M. S. L.* her heirs, executors or administrators, or any or either of them, touching or concerning the premises hereby assigned, every or any part thereof; breach of covenant herein contained, and on the part of the said *M. S. L.* to be performed, only foreprised and excepted. *And* the said *W. T.* for himself, his heirs, executors and administrators, doth hereby release and discharge the said *M. S. L.* her executors, administrators and assigns, from all actions, suits, prosecutions and demands **To indemnify the assignor.**
 whatsoever, for or by reason of any and every the rents, issues and profits by her had or received, by reason or virtue of the abovementioned judgment, or the execution or extent thereupon had; *And* it is hereby declared and agreed, by and between the said *W. T.* and *T. T.* **W. T. releases the assignor from actions, &c.**
 by these presents, that the said judgment and extent is to as aforesaid to the said *T. T.* assigned to protect and defend all and every the lands, **Declaration that the assignment is to protect lands from**
 tenants

incumbrances till the consideration money and interest be paid, afterwards to be assigned.

tenements and hereditaments, so as aforesaid mentioned to be extended, and every part of them, of, and from all incumbrances whatsoever; and that they shall be kept on foot for that purpose, until the sum of 2000*l.* being the consideration money of these presents, and advanced and lent by the said *T. T.* to the said *W. T.* shall, with legal interest, from the day before the date of these presents, be re-paid to the said *T. T.* his executors, administrators and assigns, by the said *W. T.* his heirs, executors, administrators or assigns, and afterwards to be assigned by the said *T. T.* his executors, administrators or assigns, as the said *W. T.* his heirs and assigns, shall direct and appoint. *In witness, &c.*

An Assignment of Leasehold Premises taken in Execution on an Elegit in Part of Satisfaction of a Judgment, and of the Residue of the Money due thereon, and of the Benefit of the Judgment, &c.

Recitals.

Judgment for 200*l.* and 63*s.* costs.

As security for payment of 109*l.* 3*s.* 4*d.* and interest. Debtor dead. No administration. *Elegit.*

Appraisement.

Consideration.

THIS INDENTURE, made, *&c.* Between *J. W.* of, *&c.* of the one part, and *T. T.* of, *&c.* of the other part. *Whereas* the said *J. W.* did, in or about *Trinity* term last, obtain judgment in his present majesty's court of king's bench at *Westminster*, against *J. H.* late of, *&c.* by the name of, *&c.* for a debt of 200*l.* and 63*s.* costs of suit, which said judgment still stands in full force, not annulled or made void, as by the records of the said court, reference being thereunto had, may appear: *And whereas* the said judgment was by agreement between the said *J. W.* and *J. H.* to be only as a security for the payment of the sum of 109*l.* 3*s.* 4*d.* and interest: *And whereas* the said *J. H.* is dead (as is supposed) intestate, and soon after his death (no administration of his effects being granted to any person or persons whatsoever) the said *J. W.* sued out of the said court a writ of *elegit* on the said judgment, directed to the then sheriff of *Middlesex*, and by virtue of which writ, the said sheriff, on the 30th day of *September* last, took an inquisition, and thereon it was found that the said *J. H.* on the 7th day of *June* last, on which day the said writ issued, and afterwards, until the time of his death, was possessed of, and intitled unto the remainder of a certain term of 21 years then to come and unexpired, and in all that messuage, *&c.* during the remainder of a term of 21 years, *&c.* together with the use of, *&c.* during the remainder of the said term of 21 years, which at any time since the commencement thereof had been fixed and made to, and were at the time of the said inquisition part of the said premises; *Subject nevertheless* to the payment of divers sums of money for which the same is mortgaged; and the interest thereof, and the arrears of rent due for the same, amounting together to the sum of 644*l.* and upwards, were in and by the said inquisition valued or appraised at the sum of 35*l.* *Now this Indenture witnesseth*, That the said *J. W.* for and in consideration of the sum of 120*l.* of, *&c.* to him in hand paid by the said *T. T.* the receipt, *&c.* *Had* bargained, *&c.* and by, *&c.* *Doth* bargain, *&c.* unto the said *T. T.* his, *&c.* The said messuage or tenement and premises with the appurtenances, (*Subject* as aforesaid) for the now remainder of the said term, and all the estate, right, title, interest, property, claim and demand of him the said *J. W.* in and to the same, and in and to the said judgment, writ of *elegit*, and inquisition thereon taken,

taken, and all benefit, sum and sums of money, profit and advantage whatsoever which has been had or obtained, or which may be hereafter had or obtained by reason or means of the said judgment, *elegit*, and inquisition, or any action, execution, *elegit*, or extent thereupon to be had, sued, taken and obtained, and all lands and tenements, or other things, which by virtue of any *elegit*, execution, or other process, may be at any time hereafter to be had, taken, or extended thereon; And the said J. W. doth hereby authorise, &c. the said T. Y. his, &c. his the said J. W.'s true and lawful attorney, &c. to ask, demand, sue for, recover, and receive of and from the heirs, executors or administrators of the said J. H. or of or from any other person or persons whom it may concern, the whole sum which now remains due on the said judgment, and unsatisfied by the said *elegit* and inquisition, or which shall or may become due and payable thereupon, and for such end and purpose to prosecute, or cause to be prosecuted with effect, such *elegit* or *elegits*, execution or executions, as he or they shall think fit or be advised, and upon payment thereof to acknowledge satisfaction upon the record of the said judgment, or one or more acquittances, or other sufficient discharges for him the said J. W. and in his name to give and execute for the same, ratifying and confirming whatsoever the said attorney or attornies shall lawfully do or cause to be done in and about the premises, in as full and ample manner to all intents and purposes, as he the said J. W. could do if personally present; And the said J. W. doth for himself, his, &c. hereby covenant, &c. to and with the said T. Y. his, &c. that he the said J. W. hath not released or otherwise discharged, nor will at any time hereafter release or otherwise discharge the said judgment, or the money now remaining due or to become due thereon, or any part thereof, without the direction or appointment of the said T. Y. his, &c. first had and obtained in writing, or the order or direction of some court of law or in equity, but shall and will at any time hereafter, at the request, costs and charges of the said T. Y. his executors, administrators or assigns, do and execute any further and other needful and reasonable act, deed or assignment, the better to enable him or them to receive the money now due or hereafter to become due and payable on the said judgment; And lastly, the said T. Y. for himself, his, &c. doth hereby covenant, &c. to and with the said J. W. his, &c. that he the said T. Y. his, &c. shall and will from time to time and at all times hereafter, well and sufficiently save harmless, and keep indemnified the said J. W. his executors and administrators, of and from all damages, costs and charges he or they may sustain or be put unto, for or by reason or means of any future proceedings to be had or taken by the said T. Y. his, &c. upon or by virtue of the said judgment. In witness, &c.

Letter of attorney.

Covenant has not released, &c.

An

An Assignment of Lands, extended on a Statute, and delivered by Writ of Liberate to the Assignor, Habendum for the whole Term of the Assignor.

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| <p>Recital of the Statute.</p> <p>Default in payments. Lands extended.</p> <p>Liberate.</p> <p>Habendum, till debt, &c. satisfied.</p> <p>Assignment.</p> <p>Exception.</p> <p>Habendum.</p> | <p>— (a) <i>WHEREAS</i> J. W. on the — day of, &c. by one writing obligatory, bearing date the same day, &c. acknowledged and sealed before, &c. according to the statute provided for recovery of debts, did acknowledge himself to owe and bind himself to pay to the said T. A. the sum of, &c. at, &c. in the payment of which said sum, the said J. has hitherto made default; By reason whereof the said T. A. has sued out execution upon the said writing obligatory, and thereupon in due form of law has extended certain houses, &c. in, &c. of the yearly value of, &c. whereof the said J. after the making and sealing of the said writing obligatory, was seised in his demesne as of fee; All which said houses, &c. by virtue of the king's majesty's writ of <i>Liberate</i>, bearing test, &c. were delivered in execution for the said debt to the said T. H. on the — day of, &c. To hold to him and his assigns as his freehold, until the same debt with his costs and damages in that behalf sustained, should be fully satisfied, As by the writ of the said extent, and writ of <i>Liberate</i> aforesaid, and by the return of the same writs remaining of record in the high court of chancery, relation being thereunto had, more at large will appear: Now, &c. All the interest, right, estate, title and term whatsoever, which the said T. H. hath or ought to have, in or to the said houses, &c. mentioned in the said writ of <i>Liberate</i>, with all and singular her appurtenances, (<i>Except</i> only one parcel thereof extended, at the yearly value of, &c. only, viz. The tenements in, &c.) And all and singular writings, muniments and specialties concerning the said term, estate and interest, which the said T. H. hath in the premisses; As also all the rents, issues and profits arising, &c. out of all the said houses, &c. mentioned in the said writ of <i>Liberate</i> (<i>except</i>, &c.) since the — day of, &c. until the time of the sealing and delivery of these presents; To have and to hold all the said houses, &c. and all other the premisses with their appurtenances, and all the estate and interest of the said T. H. of and in the same, (<i>except</i>, &c.) to, &c. for and during all such estate, term and interest, as the said T. by force or virtue of the said writs of extent and <i>Liberate</i>, and execution of the same, and returns thereof, or otherwise hath, or may or ought to have, in the above bargained and assigned premisses now to come. And, &c. (<i>Covenant that the premisses are and shall stand free from incumbrances, &c. In witness, &c.</i></p> |
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(a) See Tit. Recitals,

XXI. Of Judgments and Decrees.

Of a Judgment by Deed Poll.

TO ALL &c. I F. J. of ——— send greeting. *Whereas* there is a judgment for ——— l. on record, in the court of ——— at *Westminster*, against R. C. of ——— at the suit of me the said F. J. as by the records of the said court remaining in the treasury of the said court at *Westminster* doth at large appear; upon which judgment execution hath been late sued for: *Now know ye*, That I the said F. J. for divers good causes and considerations me hereunto moving, have granted, transferred, assigned and set over, and by these presents do clearly and absolutely grant, transfer, assign and set over unto J. F. of ——— his executors, administrators and assigns, as well the said judgment for the ——— aforesaid, as also all benefit, profit, sum and sums, and advantage whatsoever, that now is, or hereafter shall or may be obtained by reason or means of the same, or of any execution thereupon now had or to be had, sued, executed or obtained, and all the estate, right, title, interest and demand whatsoever, which I the said F. J. have or ought to have, or claim of, in or to the said judgment, or any sum of money, lands or tenements, which by virtue thereof, or of any process or execution thereupon sued or to be sued, is, or which shall be recovered, obtained or gotten. *And further*, I the said F. J. do by these presents make, ordain, constitute, authorize and appoint the said J. F. to be my true and lawful attorney, for me and in my name to sue and prosecute the execution upon the said judgment, and upon composition or agreement made concerning the premisses, to acknowledge satisfaction, or to make release or discharge for the same; and to do all and every other act and acts, thing or things whatsoever, as shall be requisite in and about the premisses, and whatsoever he the said J. F. shall do in or about the same premisses, I the said F. J. covenant, promise and agree to allow, establish and confirm by these presents. *And* I the said F. J. for myself, my executors and administrators, do covenant, promise and agree, to and with the said F. J. his executors, administrators and assigns, by these presents, in manner and form following, that is to say, That I the said F. J. have never made or executed any release or other discharge of the said judgment, or of any execution which hath been, or shall be thereupon sued or executed; neither will, nor shall I the said F. J. my executors or administrators, at any time hereafter make, commit, or do any release, act or thing whatsoever, whereby the said judgment, or any execution which had been thereupon sued or executed, or which shall be thereupon sued or executed at any time hereafter by the said J. F. or his assigns, shall be in any manner or wise hurt, hindered, disabled, debarred, or extinguished without the consent of the said J. F. his executors, administrators or assigns, thereunto first had in writing; *And further*, That I the said F. J. my executors and administrators, shall and will, at all times hereafter, on request made, and at the costs and charges of the said J. F. his, &c. maintain, justify, allow and confirm, all such lawful actions, suits, process, executions and proceedings whatsoever, as

Letter of attorney to prosecute.

Covenant that no discharge of judgment has been or will be made.

That assignor will confirm proceedings on judgment.

have

said *W. W.* his executors and administrators, of, for, from and concerning all costs and charges whatsoever, which shall or may any way become payable by, or be recovered against the said *W. W.* his executors or administrators, by means or occasion of any action or actions, suit or suits to be brought or prosecuted in the name of the said *W. W.* his executors or administrators, by virtue of any power or authority hereby given unto the said *M. G. D. G.* and *J. C.* their executors or administrators. *In witness, &c.*

An Assignment of a Judgment by Confession on a warrant of Attorney, (which was given for securing an Annuity payable on a Bond) in Trust as a Collateral Security for the Repayment of Mortgage Money, by the Judgment-Creditor, at the (Request of the Debtor) in Consideration of his being paid Money by the Cestuy que Trust, in full Satisfaction of the Bond and Judgment, which Money is in Part of Money lent the said Judgment-Debtor on a Mortgage by the Cestuy que Trust; with a Proviso to re-assign on Payment of the Mortgage Money.

THIS INDENTURE TRIPARTITE, made, &c. *Between A. D.* of the first part, *Sir O. B.* of, &c. *Bart.* of the second part, and *W. G.* of, &c. *esq.* and *J. R.* of, &c. *esq.* (a trustee nominated and appointed by the said *W. G.* for the intent and purpose herein after mentioned) of the third part. *Whereas* the said *Sir O. B.* by his bond or obligation, bearing date on or about, &c. became and stood bound unto the said *A. D.* in the penal sum of ———— *l.* with condition thereunder written, that if the said *Sir O. B.* should well and truly pay unto the said *A. D.* his, &c. one annuity or yearly rent of ———— *l.* during the joint lives of him the said *Sir O. B.* and him the said *A. D.* payable quarterly, clear of all taxes and deductions whatsoever, in such manner as therein mentioned; *And whereas* for the better securing payment of the said annuity unto the said *A. D.* he the said *Sir O. B.* by his warrant of attorney bearing even date with the said bond, did authorize and empower the attornies therein named to enter up judgment upon the said bond for the said sum of ———— *l.* by virtue of which said warrant of attorney judgment was entered up in his majesty's court of *K. B.* accordingly, as in and by the said bond, and the said judgment now remaining of record in the said court, relation, &c. respectively, &c. *And whereas* there is now justly due and owing from the said *Sir O. B.* to the said *A. D.* for the arrears of the above mentioned annuity so secured to him by virtue of the said recited bond and judgment, and for costs and charges touching the same, in the whole the sum of ———— *l.* *And whereas* by indentures of lease and release, the lease bearing date the day next before the date hereof, and the release bearing even date herewith, and both executed immediately before these presents, and made or mentioned to be made between the said *Sir O. B.* and *F. B.* *esq.* (eldest son of the said *Sir O. B.* begotten on the Lady of dame *S.* his wife) of the one part, and the said *W. G.* of, &c. of the other part, *They* the said *Sir O. B.* and *F. B.* (in consideration of the sum of 13000*l.* in the said indenture of release mentioned to be to them, or one of them, or by their or one of their direction paid by the said *W. G.* *Have* granted and released unto and to the use of the said *W. G.* his heirs and assigns for ever, *All* that the

Recitals,

1. Of a bond of annuity from *Sir O. B.* to *A. D.*

2. Of a warrant of attorney to confess judgment thereon.

3. Judgment entered.

4. Of what is now due.

5. Of a mortgage from *Sir O. B.* and his eldest son to *W. G.*

mandr, &c. *Subject nevertheless* to a proviso in the said indenture of release contained for making void thereof on payment of the said sum of 13000*l.* and the interest thereof, by them the said Sir O. B. and F. B. their, &c. unto the said W. G. his, &c. at the place, on the several days and in manner as in the same indenture is mentioned and expressed; as in and by the said in part recited indentures of lease and release, relation, &c. *And whereas*, previous to and before the execution of the said recited indenture of release, and as and for a collateral or further security for payment of the said principal sum of 13,000*l.* and interest unto the said W. G. *It was agreed*, that the said recited judgment, and all monies secured thereby, should be assigned unto the said J. R. *In trust* for the said W. G. in such manner and *Subject* as herein after is in that behalf mentioned and expressed: *Now this Indenture witnesseth*, That in pursuance and performance of the said recited agreement, and for and in consideration of the said sum of ——— *l.* of, &c. (being part of the said sum of 13,000*l.* in the said recited indenture of release mentioned to be paid by the said W. G. to the said Sir O. B. and F. B. by their direction) to the said A. D. (at the request and by the direction and appointment of the said Sir O. B. testified, &c. in hand, &c. at, &c. in full satisfaction and discharge as well of all monies by him the said A. D. paid to the said Sir O. B. for the purchase of the aforesaid annuity, as also for all arrears of the said annuity so secured to him the said A. D. by virtue of the said recited bond and judgment, and of all other monies whatsoever now secured to him by virtue thereof, the receipt of which said sum of ——— *l.* he the said A. D. doth hereby acknowledge, and thereof, &c. doth acquit, &c. the said W. G. his, &c. by these presents; and also for and in consideration of the sum of 10*s.* of like lawful money to the said A. D. in and paid by the said J. R. at or before the executing hereof, the receipt whereof is by him hereby acknowledged, he the said A. D. at the request and by the direction of the said Sir O. B. and at the nomination and appointment of the said W. G. testified by his being a party to and executing of these presents, *Have* bargained, sold, assigned, transferred and set over, and by these presents *Doth* bargain, &c. to the said J. R. *As well* the said recited judgment, and all sum and sums of money therein mentioned and thereby secured, and all benefit and advantage whatsoever to be had, made, taken or obtained, upon or by virtue thereof, or of any process, extent, or other execution or executions whatsoever to be thereupon had, sued out and executed; *As* and arrears of the said annuity secured by virtue of the said recited judgment, which are now due and owing to him the said A. D. *To have*, hold, receive, take and enjoy the said hereby assigned judgment, monies, extents, and all and singular the herein before mentioned and intended to be hereby assigned premises, unto and to the use of the said A. D. his executors, administrators and assigns, as well for his and their own proper monies for evermore, *Together* with full and absolute power for him the said J. R. his executors, administrators and assigns, in the name of him the said A. D. to sue out and execute, or cause to be sued out and prosecuted, any writ or writs of execution upon the said judgment against him the said Sir O. B. and F. B. their heirs, executors and administrators, and their and every of their goods and chattels, lands and tenements, for recovering and receiving of all and every the sum and sums of money thereby secured,

6. Of agreement, previous to the mortgage that said judgment should be assigned as a collateral security.
Consideration.

Assignment of the judgment,

and arrears of the annuity.
Habendum for ever,

together with power to sue &c.

In trust for
W. G. for the
farther secur-
ing the pay-
ment of the
mortgage
money sub-
ject *ut postea*
The assignor.
covenants
that the mo-
ney so paid to
him is due.
That he has
not discharged
the judgment,
nor will he dis-
charge it, &c.

Proviso that if
the mortgage
money is paid
pursuant to
the mortgage
deed, the
judgment
shall be re-as-
signed,

at the re-as-
signor's place
of abode.
Agreement
that no exe-
cution shall
be taken out
upon the

and also to release and discharge the same, and that in as full, large, ample and beneficial a manner, to all intents, constructions and purposes whatsoever, as he the said A. D. his, &c. or any or either of them, could or might have had, received or enjoyed the same, in case these presents had not been made; *In Trust nevertheless* for the said W. G. his executors; administrators and assigns, for the further and better securing payment of the said sum of 13,000*l.* so by him lent and paid as aforesaid, together with the interest thereof, according to the true intent and meaning of the said recited indenture of release; *Subject nevertheless* to the proviso herein after contained. And the said A. D. for himself, his heirs, executors and administrators, doth hereby covenant to and with the said J. R. his executors, administrators and assigns, in manner as follows, that is to say, that the said sum of ————*l.* so paid to him the said A. D. by the said W. G. as aforesaid, * is now justly due and owing from him the said Sir O. B. to him the said A. D. and that no part thereof hath been at any time paid or received; And that he the said A. D. hath not at any time heretofore assigned, released or discharged the said judgment or any sum of money therein mentioned, or thereon due or to be due or payable, or any part thereof; And that the said A. D. his executors or administrators, shall not nor will at any time or times hereafter assign, release or discharge the said judgment and monies thereby secured or any part thereof, or any execution or process to be taken by virtue thereof, without the consent of the said J. R. his executors, administrators and assigns, first had and obtained in writing for that purpose; *Provided always*, and it is hereby agreed and declared by and between all and every the parties to these presents, that if they the said Sir O. B. and F. B. their heirs and assigns, or either of them, shall and do well and truly pay or cause to be paid unto him the said W. G. his executors, administrators and assigns, the said sum of 13,000*l.* and the interest thereof, at the place on the several days, and in the manner as the same, in and by the proviso in the said recited indenture of release contained, is mentioned and appointed for payment thereof, according to the true intent and meaning of the said indenture; that then the said W. G. his executors, administrators and assigns, (at the request and charge of the said Sir O. B. and F. B. their heirs and assigns) shall and will re-assign the said hereby assigned judgment, and all and every sum and sums of money thereby secured, unto the said Sir O. B. and F. B. their heirs, executors or assigns, or to such other person or persons as he or they shall direct or appoint. *Provided* and so as no person, for the doing thereof, be obliged or compelled to go from his, her or their then place of habitation or abode. And lastly, it is hereby agreed and declared by and between all and every the said parties to these presents, that no writ of execution, process or any other advantage whatsoever, shall be had or taken against the said Sir O. B. and F. B. their heirs, executors or administrators, or against his, their or any of their goods or chattels, lands, tenements and hereditaments,

* This is unnecessary, if Sir O. B. admits it.

Assignments.

Assignments.

upon the said hereby at
payment of the said sum
contrary to the true int
recited indenture of relea

An Assignment of a Judgment
for Payment of Money by
the same Purposes, as in the

THIS INDENTURE

Right honourable J. E. of
the honourable and the re
executors of the last will and
deceased, of the first part, S
W. G. of, &c. and J. R. of,
by the said W. G. for the inte
the third part. Whereas the s
bearing date, &c. became and
penal sum of 12,000l. with con
Sir O. B. should well and truly
tors, administrators or assigns,

therein mentioned, then the said obligation to be void, &c. And whereas
as the said Sir F. D. sometime since departed this life, having first made
and published his last will and testament in writing, and thereof consti-
tuted and appointed the honourable * the lady F. D. his wife (since
deceased) the said J. E. of W. (then the honourable J. F.) the said
D. W. and the said J. K. executors thereof: And whereas the said
lady F. D. J. E. of W. D. W. and J. K. by virtue of, and as exe-
cutors of the will of the said Sir F. D. became legally intitled to the
said principal and interest money due on the said recited bond, and Did
in T. term in the — year of his majesty's reign, recover and obtain
a judgment against the said Sir O. B. in his majesty's court of exche-
quer at Westminster upon the said bond, for the said sum of 12,000l.
debt, besides costs of suit, as by the record of the said judgment remain-
ing in the said court appears: And whereas by indenture, &c. (Recital
of a mortgage from Sir O. B. and his son to W. G. for 10,000l. and of
an agreement, previous to the mortgage, as in the first precedent: Now
this Indenture witnesseth, That in pursuance and performance of the said
recited agreement, and for and in consideration of the said sum of 1427l.
18s. 8d. of, &c. in hand paid to them the said (several executors) being
part of the said sum of 10,000l. in the said indenture of release menti-
oned to be paid by the said W. G. at the request and by the direction of
the said Sir O. B. and H. B. to the said (three executors) or one of
them, at the request and by the direction of the said Sir O. B. testified,
&c. in hand well and truly paid by the said W. G. at or before the
sealing and delivering of these presents, in full satisfaction and discharge
of all monies whatsoever, secured by virtue of the said recited judgment,
and now due and owing to them the said (three executors) as surviving

E e 2

exe

fourth part, and H. B. of, &c. of
by his bond or obligation bear- Recitals, viz.
unto the said W. G. in the As to the
J. M. should well and bond
assigns, the sum of —
&c. And whereas
his present ma-
J. M. in
for the and judgment.
the said
nominate the said
aforesaid
As to the securi-
ty of even date.

420

... his execu-
... 1000l. in such manner as Sir F. D.
death.
Will.

His executors
who sue on the
bond and get
judgment.

Consideration;

* An earl's daughter.

In trust for
W. G. for the
farther secur-
ing the pay-
ment of the
mortgage
money sub-
ject at p^{te}ea
The assignor.
covenants
that the
ney for
him

Indemnity of
the executors.

and also to release and discharge aforesaid, the receipt of which said ample and beneficial a manner said (*three executors*) do hereby respect- whatsoever, as he the said of and of and from every part and parcel could or might have had them doth acquit, exonerate and for ever dis- sents had not been by his executors, administrators and assigns, for executors; admignits; and also for and in consideration of the sum of payment of the said money to the said (*three executors*) in hand paid by said, together at, &c. the receipt, &c. they the said (*three executors*) meaning quest and by the direction of the said Sir O. B. and at the the said and appointment of the said W. G. respectively testified as aforesaid, *Have* and each and every of them *Haib* assigned, transferred and set over, and by these presents *Do*, &c. unto the said J. R. The said recited judgment and all sum and sums of money therein mentioned and thereby secured, and all benefit and advantage whatsoever to be had, made, taken or obtained, upon or by virtue thereof, or of any pro- cess, extent or other execution or executions whatsoever, to be there- upon had, sued out and executed; *To have*, &c. (*Habendum, with power to sue, &c. in trust, &c. as in the last precedent:*) And the said (*three executors*) each separately and apart, for himself and for his re- spective executors and administrators, and his own acts only, and not jointly, or the one for the acts of the other or others of them, do sever- ally covenant, promise and agree to and with the said J. R. his ex- ecutors, administrators and assigns, by these presents, in manner as fol- lows, viz. &c. (*Have not, nor will release, and the like proviso and agreement as in the last precedent.*) And lastly, the said W. G. for him- self, his executors and administrators, doth hereby covenant, promise and agree to and with the said (*three executors*) that he the said W. G. his executors or administrators, shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said (*three executors*) and each and every of their heirs, executors and admi- nistrators, and their and every of their lands, tenements, goods and chat- tels, of, from and against all costs, charges, expences and damages whatsoever, which shall or may at any time hereafter happen or accrue to or against them or any or either of them, or any or either of their lands, tenements, goods or chattels for or by reason of any writ, process, proceeding or prosecution, which shall or may be had or taken upon the said herein assigned judgment, for the recovering or receiving the said 10,000*l.* and interest, or any part thereof, in the names of them the said (*three executors*) any or either of them. *In witness,* &c. (a)

Another Assignment of a Judgment, as a farther Security on a Transfer of a Mortgage in Fee, and an Assignment of a Bond and a Judg- ment in Ejectment, and other Debts, &c. to a Trustee, in Trust for a Feme Covert.

THIS INDENTURE QUINQUEPARTITE, made, &c. *Be- tween* W. G. of, &c. of the first part, J. M. of, &c. of the se- cond part, P. G. of, &c. and E. his wife, (late, E. M. widow,) of the

(a) The executors to have a part executed by Sir O. B. and Mr. G.

the third part, *B. G.* of, *Ec.* of the fourth part, and *H. B.* of, *Ec.* of the fifth part. *Whereas* the said *J. M.* by his bond or obligation bearing date, *Ec.* became and stood bound unto the said *W. G.* in the penal sum of 2667*l.* conditioned that if the said *J. M.* should well and truly pay unto the said *W. G.* his executors or assigns, the sum of — in such manner as therein mentioned, then, *Ec.* as by, *Ec.* *And whereas* the said *W. G.* did, in *Easter* term in the — year of his present majesty's reign, recover and obtain a judgment against the said *J. M.* in his majesty's court of — at *Westminster*, upon the said bond for the said sum of 2667*l.* debt, besides costs of suit, as by the record of the said judgment remaining in the said court upon a roll numbered 438 may appear: *And whereas* by indenture of lease and release and assignment, the lease bearing date the day next before the release, and the release bearing even date herewith, and both executed immediately before these presents, the said indenture of release and assignment being *Quinquartite*, and made or mentioned to be made between the said *W. G.* of the first part, *R. V.* of, *Ec.* (*his trustee*) of the second part, the said *J. M.* of the third part, the said *P. G.* and *E.* his wife of the fourth part, and *B. G.* of the fifth part; *Whereby* (after reciting as therein is recited, and for the several considerations therein mentioned) *All* that freehold messuage, *Ec.* are by him the said *R. V.* at the request and by the direction of the said *J. M.* and *W. G.* and at the nomination of the said *P. G.* and *E.* his wife, bargained, sold, released and conveyed unto and to the use of the said *B. G.* his heirs and assigns for ever; *In Trust nevertheless* for the said *E. G.* her heirs and assigns, and to be levied and disposed of as she or they at any time should direct or appoint, (*Subject nevertheless* to the proviso therein contained and herein after mentioned, for redemption of the said premises;) *And* by the said indenture *Quinquartite*, the said *W. G.* (for the considerations therein mentioned, and by and with the consent of the said *J. M.* and at the nomination of the said *P. G.* and *E.* his wife, testified as therein also mentioned) *Hath* assigned and transferred unto the said *B. G.* *As well* a bond, dated, *Ec.* therein reciting to have been given by the late duke of *W.* to the said *J. M.* in the penalty of 800*l.* conditioned for payment to the said *J. M.* of 370*l.* and interest, and therein also recited to have been by the said *J. M.* assigned to the said *W. G.* together with all sums of money now due or to become due on the same bond; *As also* a judgment in ejectment therein mentioned to have been obtained by the said *W. G.* against the said *J. M.* tenant of the said messuages, lands and premises thereby released; *To hold*, receive, take and enjoy the same premises unto the said *B. G.* his executors and assigns, from thenceforth as and for his and their own proper monies; *In Trust nevertheless* for the said *E. G.* her executors and assigns, in manner as aforesaid, and also subject to such redemption as herein after also is mentioned; *And* by the said indenture *Quinquartite*, the said *J. M.* for the considerations herein mentioned, and by the like nomination of the said *P. G.* and *E.* his wife, testified as aforesaid, hath assigned unto the said *B. G.* several debts by note and book then due from the said late duke of *W.*'s estate to the said *J. M.* *To hold*, receive and enjoy the same unto the said *B. G.* his executors and assigns, from thenceforth, as and for his and their own proper monies; *In Trust nevertheless*

Recitals, viz.
As to the
bond

and judgment.

As to the security
of even date.

As to the release
therein
of the freehold
premises.

As to the assignment
therein of a
bond from the
duke of *W.*

Also of a
judgment in
ejectment on
Mr. *M.*'s tenants.

Also Mr. *M.*'s
assignment of
debts by note
and book due
to him from
duke of *W.*

As to the proviso therein.

As to the judgment being as a further security to Mr. G. for 1068*l.* and interest due to him on securities, recited in Mr. G.'s security.

As to the said judgment being now in force.

As to previous agreement for assigning the same in trust for Mrs. G. as a further security, &c. consideration.

Assignment. Premises.

Habendum.

nevertheless for the said E. G. her executors and assigns, and to be assigned and disposed of, as she or they at any time should direct or appoint; *Subject nevertheless* to a proviso in the said indenture *Quinquartite* contained for redemption as well of the thereby released messuages, lands and premises, as also of all and singular the several monies and premises thereby respectively assigned on payment by the same J. M. his heirs, executors, administrators or assigns, unto the said G. B. his executors, administrators and assigns, (*Nevertheless in Trust* for the said E. G. her executors and assigns,) of the principal sum of 1602*l.* 17*s.* together with interest for the same, after the rate of 5*l.* per cent. per annum, upon the — day of — As in and by the said in part recited indenture of lease and release, relation, &c. And *whereas* the said recited bond so given by the said J. M. to the said W. G. and the said recited judgment obtained thereon by the said W. G. as aforesaid, were so given and obtained only as a further security for payment to the said W. G. his executors and assigns, of the several principal sums of 486*l.* and 600*l.* (making together the principal sum of 1086*l.*) by him the said W. G. advanced, lent and paid, together with interest for the same, in manner and according to several indentures mentioned and recited in the said indenture *Quinquartite*: And *whereas* the said recited judgment so obtained by the said W. G. against the said J. M. as aforesaid, has not been released or discharged, but the same now stands in full force and virtue: And *whereas* previous to and before the executing the said indenture of release and assignment, bearing even date herewith, and for better securing payment of the said sum of 1602*l.* 17*l.* and the interest thereof, unto the said B. G. in trust for the said E. G. as aforesaid, according to the true intent of the said proviso in same indenture contained, it was agreed that the said recited judgment and all monies thereby secured, should be by the said W. G. assigned to the said A. B. in trust for the said E. G. in such manner, and subject as herein after is mentioned and expressed: Now *this Indenture witnesseth*, That in pursuance and performance of the said recited agreement, and in consideration that he the said W. G. hath been fully paid all principal monies, interest and charges due to him by virtue of the several securities made to, or in trust for him, on the above released and assigned premises, which is by him hereby acknowledged, and also for and in consideration of the sum of 5*s.* of lawful money to the said W. G. in hand paid by the said A. B. at or before the executing of these presents, the receipt whereof is by him hereby also acknowledged, he the said W. G. at the request, and by and with the consent and direction of the said J. M. and at the nomination and appointment of the said P. G. and E. his wife, and B. G. testified respectively by the being parties to and executing of these presents, *Have* assigned, transferred and set over, and by these presents *Doth* assign, &c. unto the said A. B. his, &c. The said recited judgment and all sum and sums of money therein mentioned and thereby secured, and all benefit and advantage whatsoever, to be had, made, taken or obtained, upon or by virtue thereof, or of any process, extent, or other execution or executions whatsoever to be thereupon had, sued out, prosecuted and executed, and all the right, interest, property, claim and demand whatsoever or howsoever, of him the said W. G. of, in and to the said premises; *To have*, hold, receive, take and enjoy the said judgment monies, extents, and all and singular other the herein before mentioned and intended to be hereby assigned premises, unto and to and for the

only use and benefit of the said *A. B.* his executors, administrators and assigns, from thenceforth, as and for his and their own proper monies or ever; *Together with full and absolute power, &c. (As in the last Letter of precedent but one, and the assignor covenants that he hath, nor shall not release the said judgment, &c. and a proviso in case the mortgage money is paid, and an agreement that no execution be taken out until breach of proviso in mortgage, indemnification of assignor, &c. See the same precedent. I witness, &c.*

An Assignment of a Judgment on several Bonds, by the last Assignee of the same, there having been several Assignments with the Consent, &c. of all the Parties, to the surviving Trustees of the deceased Debtor, on their paying the Debt, pursuant to a Decree in Chancery, and a Release of Debt, Bonds and Judgments, &c.

THIS INDENTURE QUINQUEPARTITE, made, &c. Between *B. G.* of, &c. of the first part, *W. G.* of, &c. of the second part, *J. M.* of, &c. of the third, *P. G.* late of, &c. but now of, &c. esq. and *E.* his wife, (late *E. M.* widow) of the fourth part, and the honourable *A. D.* esq. (one of his majesty's justices of the court of common pleas at *Westminster*,) and *T. G.* of, &c. esq. (surviving trustee nominated and appointed for payment of the debts of *P.* late of *W.* deceased,) of the fifth part. *Whereas* by indentures of assignment, bearing date, &c. and made between the said *J. M.* of the second part, and the said *W. G.* of the other part; reciting, That by one warrant of attorney, bearing date, &c. under the hand and seal of *P.* late duke of *W.* directed to the attornies therein named, he the said *P.* late duke of *W.* did authorize the said attornies to appear for him in the court of king's bench at *Westminster*, as of, &c. there to receive a declaration against him in an action of debt for 1500*l.* due on a *mutuatus* the suit of the said *J. M.* and thereupon to confess the same action, and to suffer a judgment by *non sum informatus*, or otherwise of record, with costs of suit; *And further reciting*, that by indorsement on the back of the said recited warrant of attorney, purporting a memorandum that the said *J. M.* did thereby agree, that the judgment be entered up, pursuant to the said warrant of attorney, was only meant and intended to be as a security for the principal sum of 300*l.* and interest due on a bond dated, &c. from the said duke to the said *J. M.* and also for the principal sum of 450*l.* and interest, due on another bond, dated, &c. made from the said duke to the said *J. M.* and for the further principal sum of 100*l.* and interest due on one other bond, dated, &c. made from the said duke to the said *J. M.* and *G. H.* jointly, and that the said 100*l.* was borrowed for the sole use of the said duke; *And further reciting*, that in pursuance of the said warrant of attorney, judgment was entered up thereon in his majesty's court of king's bench, as of the then last *Michaelmas* term for 500*l.* debt due on *mutuatus*, and 63*s.* for costs; *It is by the said Indenture of assignment witnessed*, that for the better securing payment of the several sums of 18*l.* and 615*l.* due from the said *J. M.* to the said *W. G.* by virtue of the mortgages therein mentioned, he the said *J. M.* Did grant, &c. to the said *W. G.* his, &c. As well the said recited bonds mentioned in the said indorsement on the said warrant of attorney, As also the said

Recital of an Assignment (reciting a warrant of attorney to confess judgment,

and an indorsement thereon, that the same was intended as a security for money due on several bonds, and judgment entered whereby *J. M.* assigned to *W. G.* the bonds and judgment. Letter of attorney therein.

Letter of attorney therein.

Another assignment.

(Reciting another judgment, *J. M.* against the duke of *W.* and a decree for payment of the said duke's debts on mortgages and judgments, and that *J. M.* had proved his judgment. Master's report as to the same,

and confirmation thereof) whereby in consideration of 1500*l.* *J. M.* assigned his judgment to *E. M.* and the master's report, &c.

Habendum.

Letter of attorney,

and covenants.

That the judgment, &c. so

said recited judgment so entered up as aforesaid, *And also* all the estates, &c. of, in and to the said bonds and judgment so entered up as aforesaid, or either of them, or of, in and to any other judgment had or obtained, or to be sued, executed or obtained by the said *J. M.* on account of the said bonds, or any or either of them; *And* the said *J. M.* for the more fully enabling, &c. did make, ordain, &c. the said *W. G.* his, &c. attorney, &c. to sue, &c. with usual covenants, as in assignments of judgments, with a covenant from the said *W. G.* to the said *J. M.* for indemnifying the said *J. M.* his executors or assigns, on account of his name being made use of, by virtue of the power thereby given for the recovery of the said premises: *And whereas* by one other indenture of assignment, bearing date the fourth, &c. and made or mentioned to be made between the said *J. M.* by the name of, &c. of the one part, and the said *E.* now the wife of the said *P. G.* (by her then name or addition of *E. M.* of, &c. widow) of the other part; *Reciting* that the said *J. M.* had in *M.* term in the — year of, &c. obtained a judgment in his majesty's court of, &c. against *R. duke of W.* for 1500*l.* debt and 6*g.* costs; *And further reciting* a decree of the court of chancery, dated the, &c. made on the hearing of a certain cause then depending in the said court, wherein *B. H. J.* esq. and others, as well for themselves as for and on behalf of other the creditors of the said duke by judgment were plaintiffs, and the said duke of *W. M.* dutchess of *W.* the said *A. D. T. G.* and *J. J.* and *R. J.* esqrs. (since deceased) were defendants, whereby several provisions and directions were made and given for the payment of the debts of the said late duke of *W.* by mortgages and judgments, in such manner as therein is more particularly recited and mentioned: *And further reciting*, that the said *J. M.* in pursuance of the said decretal order, had duly proved his said judgment before Mr. *M.* the master to whom the said cause was referred, and that the said master by his report, dated, &c. had certified, that the said judgment and debt due thereon had been duly proved before him, and that there was then due to the said *J. M.* the sum of 1503*l.* 3*s.* and that the same ought to be paid to the said *J. M.* as by the said decretal order was directed; *And that* by several orders of the said court made in the said cause bearing date, &c. then last past, the said report was absolutely confirmed, *It is by the said indenture* of the 4th. &c. *Witnessed*, that in consideration of 1500*l.* paid by the said *E. M.* to the said *J. M.* *He the said J. M.* did assign, &c. unto the said *E. M.* her, &c. as well the said therein and herein above recited judgment so obtained by the said *J. M.* against the said duke of *W.* and also all and every the sum, &c. and also the said master's report, whereby the said 1503*l.* 3*s.* was reported due to the said *J. M.* for principal and costs, and all benefit, profit, interest and advantage to be had, received and taken by or by force or virtue of the said decretal order, master's report, and other orders and proceedings then had and to be had in the said cause, and all the estate, &c. *He sold* all and singular the said premises to the said *E. M.* her, &c. as well for her and their own proper monies, goods and chattels thenceforth for ever, with power for the said *E. M.* in the name, &c. with a covenant from the said *J. M.* to make further assurance of the said premises unto the said *E. M.* in such manner as therein is also mentioned, *As is* and by the said several in part recited indentures of assignment, bonds, judgments, decree, master's report, orders and other proceedings in the said court of chancery therein (relation, &c.). *And whereas* the said judgment, monies and premises so assigned by the said *J. M.* to the

the said *E. M.* by the said last recited indenture of the 4th, *£c.* are assigned to *E. M.* are the same judgment, monies and premises, which in and by the said first recited indenture of the 20th. of, *£c.* were by the said *J. M.* assigned to the said *W. G.* And whereas the said judgment, monies and premises so assigned to the said *E. M.* as aforesaid, were by her before her intermarriage with the said *B. G.* assigned to, and are now vested in the said *B. G.* by virtue of an indenture bearing date the 21st day of, *£c.* for the sole and separate use of the said *E. G.* late *E. M.* And whereas the said sum of 1503*l.* 3*s.* so secured by the said judgment as aforesaid, and certified to be due by the said report of the said master *H.* now remains due from the estate late of the said *P. duke of W.* and no part thereof has been paid or satisfied: And whereas to prevent all suits, disputes, controversies and charges which may at any time hereafter happen between him the said *W. G.* *P. G.* and *E.* his wife, and *J. M.* touching the said several assignments of the said judgments and monies so made to them by the said *W. G.* and *E. M.* by the said *J. M.* and since by her the said *E. M.* assigned to the said *B. G.* in manner as aforesaid, they the said *W. G.* *P. G.* and *E.* his wife, and *J. M.* have come to a mutual agreement that the said 1503*l.* 3*s.* secured by the said three bonds mentioned in the said indorsement on the back of the said warrant of attorney and judgment as aforesaid, shall be paid to the said *B. G.* And whereas they the said *A. D.* and *T. G.* as being the surviving trustees for payment of the judgment debts due from the said late duke's estate, in pursuance of the before mentioned decree and orders of the said court of chancery, have, at the request of them the said *W. G.* *J. M.* and *P. G.* and *E.* his wife, agreed to pay the said 1500*l.* and 3*l.* 3*s.* costs to the said *B. G.* in manner as is herein after mentioned; in consideration whereof they the said *W. G.* *B. G.* *P. G.* and *E.* his wife, and *J. M.* have agreed to assign and release the said judgment, monies and premises, and the three several in part recited bonds unto them the said *A. D.* and *T. G.* in such manner as herein after is also mentioned: Now this Indenture witnesseth, That for and in consideration of the sum of 1503*l.* 3*s.* of, *£c.* to the said *B. G.* (by and with the consent, direction and appointment of them the said *W. G.* *P. G.* and *E.* his wife, and *J. M.* respectively testified, *£c.*) in hand well and truly paid by the said *A. D.* and *T. G.* or one of them, at, *£c.* (in full of all principal monies, interest, and costs and charges whatsoever so due and owing from the estate late of the said *P. duke of W.* to them the said *W. G.* *P. G.* and *E.* his wife, *B. G.* and *J. M.* any or either of them, by virtue of the said three recited bonds and judgment, decree and report so assigned to them the said *W. G.* *E. M.* and *B. G.* as aforesaid) the receipt of which said sum of 1503*l.* 3*s.* he the said *B. G.* doth hereby acknowledge, and thereof, *£c.* as well the said *A. D.* and *T. G.* their executors and administrators, as also the real and personal estates whatsoever late of the said *P. duke of W.* of and from the same, and every part thereof, and also for and in consideration of the sum of 5*s.* a-piece of like lawful money to the said *W. G.* *P. G.* and *E.* his wife, and *J. M.* in hand also paid by the said *A. D.* and *T. G.* at or before the executing of these presents, the receipt whereof is by them hereby respectively acknowledged, they the said *W. G.* and *B. G.* at the special instance and request, and by and with the consent, direction and appointment as well of the said *P. G.* and *E.* his wife, respectively testified as aforesaid, and also they the said *J. M.* and *P. G.* and *E.* his wife, Have, and each and every of them Have bargained, sold, assigned, transferred and set over, and by these presents

Agreement to prevent suits concerning the said assignments. That the money shall be paid to *B. G.* to whom the duke's surviving trustees agreed to pay the same on assigning and releasing the judgment *£c.*

Assignment.

sents they the said *W. G. B. G. J. M. and P. G. and E. his wife, Do,* and each and every of them *Doth* bargain, *Ec.* unto the said *A. D. and T. G. As well* the herein before mentioned and recited three several bonds, judgment, report, *And all* and every sum and sums of money thereby secured, *And which* in and by the said herein before in part recited indenture of the 20th of, *Ec.* were by him the said *J. M.* granted and assigned to the said *W. G.* and which were afterwards by him the said *J. M.* in and by the said recited indenture of the 4th of, *Ec.* also granted and assigned to the said *E. M.* and which were by her by the said recited indenture of the 21st of, *Ec.* assigned to the said *B. G.* in manner as aforesaid, or mentioned or intended so to be, *And also all* benefit and advantage whatsoever which can or may be had, recovered, obtained, recited or gotten by force or virtue of the said several assignments so made thereof as aforesaid, *And all* the estate, right, title, interest, property, claim and demand whatsoever and howsoever, both in law and equity, of them the said *W. G. B. G. P. G. and E. his wife, and J. M.* any or either of them, or of any person or persons, *In trust* for them, or any or either of them, of, in, to or out of the said hereby assigned bonds, judgment, monies and premisses, by virtue of the said several recited indentures of assignment, any or either of them, or otherwise howsoever; *To have and to hold,* receive, take and enjoy the said three several bonds, judgments, monies, and all and singular the herein before mentioned and intended to be hereby assigned premisses, unto, and to and for the only use and benefit of the said *A. D. and T. G.* their executors, administrators and assigns from henceforth, as and for their own proper monies for ever, and that in as full, large, ample and beneficial manner to all intents, constructions and purposes whatsoever, as they the said *W. G. B. G. P. G. and E. his wife, and J. M.* any or either of them, their, any or either of their executors or administrators, could or might have had, held, recovered, received, enjoyed or disposed of the same, in case these presents had not been made. *And this Indenture further witnesseth,* That they the said *W. G. B. G. P. G. and E. his wife, and J. M.* (for the consideration aforesaid, and for other good causes and considerations them thereunto especially moving) *Have,* and each and every of them *Have* remised, released, and for ever quit-claimed, and by these presents they the said *W. G. B. G. P. G. and E. his wife, and J. M. Do,* and each and every of them *Doth* freely, clearly, and absolutely remise, *Ec.* unto the said *A. D. and T. G.* their executors and administrators, and all other the trustees and representatives of the said *P.* late duke of *W.* deceased, *As well* the said sum of 1503*l.* 3*s.* so secured by the said three several recited bonds and judgment in manner as aforesaid, *Also all* and all manner of action and actions, cause and causes of action and suits, both at law and in equity, or otherwise howsoever, which they the said *W. G. B. G. P. G. and E. his wife, and J. M.* or any or either of them, now have or ever had, or which they or any or either of them, their or any or either of their heirs, executors or administrators at any time hereafter can, shall or may have, claim, challenge or demand against them the said *A. D. and T. G.* or either of them, their or either of their executors or administrators, or any other the trustees or representatives whatsoever of the said *P.* duke of *W.* for or by reason or on account of the said hereby assigned bonds, judgment, monies and premisses, or for or in respect of any other matter, cause or thing

Release to the
duke's trustees
of the debt,
bonds and
judgment, *Ec.*

thing whatsoever touching or concerning the same, to the day of the date of these presents. *And* the said *W. G.* for himself, his executors and administrators, doth hereby covenant, agree and declare to and with the said *A. D.* and *T. G.* their executors, administrators and assigns, that he the said *W. G.* hath not, *&c.* made, *&c.* nor shall, *&c.* make, *&c.* any act, *&c.* whereby or by means whereof the hereby assigned and released bonds, judgment, monies and premisses, or any part thereof, are, is, shall or may be in any wise impeached, released, assigned, discharged or incumbered in any manner howsoever; *And* the said *B. G.* for himself, *&c.* and the said *P. G.* for himself and for the said *E.* his wife, doth hereby covenant, agree and declare to and with the said *A. D.* and *T. G.* their executors, administrators and assigns, that they the said *P. G.* and *E.* his wife, or either of them, have not any time heretofore made, *&c.* any act, *&c.* whereby, *&c.* (*as before*) save and except as before appears in and by these presents; *And* the said *J. M.* for himself, *&c.* doth hereby covenant, *&c.* (*as before*) save, *&c.* *Further assign-
and he the said J. M. and also the said W. G. and B. G. and all and ancc.* every other person and persons whatsoever lawfully claiming or to claim any estate, *&c.* of, in or to the hereby assigned bonds, judgment, monies and premisses, or any part thereof, by, from, *&c.* shall and will at any time, *&c.* make, do, *&c.* all and every, *&c.* as well for the further, better, more perfect and absolutely granting, assigning, releasing and assuring of the said hereby assigned bonds, judgment, monies and premisses, unto and to and for the only use and benefit of the said *A. D.* and *T. G.* their executors and assigns, as also for acknowledging satisfaction upon the record of the said judgment or otherwise vacating the same, as by the said *A. D.* and *T. G.* their executors or assigns, or their or any of their counsel learned in the law shall be reasonably advised or required, so as no person for doing thereof be compelled to go above 20 miles from his, her or their then place of abode or habitation. *In witness, &c.*

Part of an Assignment of a Judgment with the Benefit of a Decree, &c. with Power to proceed to obtain a Report on the Decree, &c.

— NOW THIS INDENTURE *witnesseb,* That for and in consideration of the sum of 1500*l.* in hand, *&c.* by the said *E. M.* at, *&c.* the receipt, *&c.* he the said *J. M.* *Hath* granted, *&c.* by, *&c.* *Doth* grant, *&c.* unto the said *E. M.* her, *&c.* *As well* the said above recited judgment so obtained by the said *J. M.* against the said duke of *W.* *And also* all and every sum and sums of money due and to grow due upon the said judgment for debt or damages and costs, and also the said master's report, whereby the said 1503*l.* 3*s.* is reported due to the said *J. M.* for principal and costs, and all benefit, profit, interest and advantage to be had and received and taken by or by force or virtue of the said decretal order, master's report, and other orders and proceedings already had and to be had in the said cause, any or every of them, *And* all the estate, right, title, interest, property, profit, claim, equity, benefit and power of redemption, claim and demand whatsoever of him the said *J. M.* of, in and to the said recited judgment, and all sum and sums of money now due and which shall hereafter grow due upon the same, and of, in and to the said decretal order, report and other proceedings above

Letter of attorney to procure a report,

and to receive the money,
 &c.

Covenant not to disavow proceedings.

Further assurance.

in part recited, or already had or to be had in the said cause; To have and to hold the said recited judgment so obtained against the said duke of W. by the said J. M. and all sum and sums of money due and to grow due upon and by force and virtue of the said decretal order, report and other proceedings in the said cause, and all and singular other the promises unto her the said E. M. her executors, administrators and assigns, as her own proper monies, goods and chattels from henceforth and for ever; And the said J. M. doth hereby make, &c. the said E. M. her executors, administrators and assigns, his attorney irrevocable for him the said J. M. in his name and at his proper costs and charges, and for the sole use of her the said E. M. her executors and administrators, to procure and obtain a report from the said master stating the priority of his said debt, and the rank and order and course in which the said sum ought to be paid pursuant to the said decretal order, or according to due course of law, and to ask, demand, sue for, recover, levy and receive of and from the said A. D. T. G. J. J. and J. R. esqrs. or of whomsoever it doth, shall or may belong to pay the same, all and every sum and sums that now are or shall or may at any time hereafter grow due upon the above recited judgment, or by virtue of the said decretal order, report or other proceedings already had or to be had in the said cause, and in order thereunto, or to procure the payment thereof, to do all and every such lawful and reasonable act and acts, matters and things as she the said E. M. her executors, administrators and assigns, or her or their counsel in the law, shall devise and advise or require, or think reasonable, necessary or expedient to be done on her behalf, and upon receipt of the money or any part thereof for him the said J. M. and in his name to give receipts, acquittances, releases or other good and sufficient discharges for the same, and to join in any report or order of the said court of chancery about payment thereof, he the said J. M. hereby giving and granting, and he doth hereby give and grant unto the said E. M. her executors, administrators and assigns, in his the said J. M.'s name and right, but to the use of her the said E. M. her executors, administrators and assigns, in as full, ample, absolute, uncontrollable and irrevocable power to act and do in all and singular the premises, in order to recover, receive and discharge the said debts and the monies due upon the said judgment, decree, report and orders, as he the said J. M. might or could do, were he to be personally present, and to do the same in his own proper person, and what she or they shall do or cause to be done in and about the premises, by virtue of these presents, he the said J. M. doth hereby, and shall and will ratify, confirm and allow; And the said J. M. for himself, his executors, and administrators, doth covenant and agree to and with the said E. M. her executors, administrators or assigns, that he will not disavow or disallow any act or proceeding which shall be had and taken by the said E. M. her executors, administrators and assigns, for the recovery, payment and receipt of the money due upon the said judgment, and that he the said J. M. his executors, administrators and assigns shall not receive the said money, or acquit or discharge the said A. D. T. G. J. J. and R. J. or any of them, or any other person or persons to whom it doth or shall belong to pay the same, of and from the money due upon the said judgment, without the licence and consent of the said E. M. her, &c. to be first had and obtained in writing for that purpose: And further, that he the said J. M. his, &c. at, &c. make, &c. unto

the said *E. M.* her, &c. for the better and more effectual assuring the above mentioned judgment and the money due thereon, and other the premisses unto the said *E. M.* her, &c. and for the better enabling her to take the full benefit and effect of this assignment, and to receive the money due on the said recited judgment, decree, report and orders, and to discharge the trustees from the money, as by the said *E. M.* her executors, administrators and assigns, or her or their counsel in the law, shall be reasonably devised, advised and required. *And further*, That he the said *J. M.* his executors and administrators, shall and will, when hereunto required by her the said *E. M.* her executors, administrators and assigns, make, execute or give in due form of law, one or more warrant or warrants of attorney under his hand and seal, directed to some attorney or attorneys of his majesty's court of king's bench at *Westminster*, thereby empowering such attorney or attorneys to acknowledge satisfaction upon record of the said judgment obtained by him the said *J. M.* against the said duke of *W.* *In witness* whereof the said *J. M.* hath hereunto set his hand and seal the day and year above written.

To execute a warrant of attorney to a known satisfaction on record.

An Assignment of a Decree and a Judgment, to protect a Purchaser against mesne Incumbrances, to two Trustees, one of them for the Purchaser, and the other for the Assignor.

THIS INDENTURE, made, &c. *Between P. W.* of, &c. son and heir of *P. W.* late, &c. deceased of the first part, *J. W.* of, &c. of the second part, *T. F.* of, &c. of the third part, *M. A.* of, &c. of the fourth part, *P. M.* of, &c. of the fifth part, and *S. W.* of, &c. and *W. E.* of, &c. of the sixth part. *Whereas* in or about the month of *July* in the year of our Lord 1691, the said *P. W.* deceased, was by virtue of a commission of lunacy awarded out of the high court of chancery found a lunatick, and thereupon the custody of his person and the management of his estate was by the said court committed to *T. B.* of, &c. *And whereas* in certain causes in the said court of chancery between *S. B.* widow and administratrix of the said *T. B.* deceased, plaintiff, the said *P. W.* party to these presents, by the name of *P. W.* an infant, by his guardians *M. D.* and *M.* his wife, *F. F.* executor of the last will and testament of *J. D.* and others, defendants, and between the said *M. D.* administrator of the said *P. W.* deceased, and the said *P. W.* party to these presents, by his next friend, plaintiffs, and the said *S. B.* and *R. H.* defendants, it was by the then lord keeper, on or about the 25th of *January*, in the 12th year of the reign of his late majesty king *William*, ordered and decreed (amongst other things) that the two accounts of monies due to the said plaintiff *B.* therein mentioned, brought and stated before the master, do stand confirmed, with liberty to the said defendant *D.* to falsify or surcharge the same, and that the said plaintiff *B.* was to account for the rents and profits that she had or should receive out of the estates of the said *P. W.* deceased; and also that the said master should examine and see what the said *T. B.* paid in taking in any of the judgments in the pleadings of the said causes mentioned, and what upon the account should be found due to the said *B.* *It was decreed*, that the same should be paid to her out of the said *P. W.*'s estate; and it was further ordered,

Recital of a commission of lunacy.

Of causes in chancery.

Decretal order thereon,

with reference to a master.

Recital of a
rehearing.

Recital of a
judgment.

Of the assign-
ment hereof.

Judgment.

ordered, that the master should compute the principal money and interest due on the mortgage to the said *F. H.* of a leasehold estate, called the manor of *B.* held from the college of *Eaton*, and what should be found due, the same was decreed to be paid him out of the said mortgaged premises, and for that purpose the same was decreed to be sold to the best purchaser; and after the said defendant *F.* should be paid his principal, interest and costs, then the remainder of the money raised by such sale of the mortgaged premises was to be applied towards the discharge of what should be found due to the said *P. B.* *And whereas* upon re-hearing of the said causes the 19th of *November*, which was in the eighth year of her late majesty queen *Anne*, it was (*in' al'*) ordered and decreed, that the said plaintiff *B.* should have interest for what was due to her upon the two accounts therein mentioned and that the part of the said decree directing the sale of the mortgaged premises should be amended and made absolute, unless the said defendant *P. W.* should think fit to redeem the same, as the master should appoint: *And whereas* *R. G.* gent. did, in *Michaelmas* term in the fourth year of the reign of his late majesty king *James* the Second, obtain one judgment in the court of common pleas at *Westminster* against the said *P. W.* deceased, for 300*l.* in an action of debt upon bond, and for 40*l.* costs of suit: *And whereas* by indenture bearing date the 27th day of *July* 1671, made between the said *R. G.* of the one part, and the said *T. B.* deceased, of the other part, he the said *R. G.* in consideration of 17*l.* 12*s.* to him paid, *Did* assign and set over unto the said *T. B.* the said judgment and bond, and all sum and sums of money that might be obtained and gotten by reason thereof, and all the right, title and interest of him the said *R. G.* of, in and to the same: *And whereas, &c.* (*Recites several other judgments obtained by several persons against P. W. deceased, some whereof are assigned to the said T. B. and some to J. in trust for the said P. W. party, &c.*) *And whereas*, the said *M. A.* in *H.* term, which was in the year of our Lord 1717, in the court of king's bench at *Westminster*, against the said *P. W.* party, &c. obtained a judgment for the sum of 4000*l.* in debt and 63*s.* costs of suit: *And whereas* the same judgment was obtained by him the said *M. A.* for security of payment to him of the sum of 2000*l.* and interest, which he had paid and lent to the said *P. W.* party, &c. *And whereas* the same *P. W.* hath now agreed to pay to the said *M. A.* the sum of — in part of the said sum of 2000*l.* and interest: *And whereas* by indenture bearing date the 18th day of *March* 1717, made between the said *S. B.* of the first part, the said *P. W.* party, &c. by the name of, &c. of the second part, and *H. T.* of, &c. of the third part; (*Reciting* the said several decrees, and the said several judgments assigned to the said *T. B.* deceased; *And* that there was due and owing to the said *S. B.* from the estate of the said *W. P.* deceased, or the said *P. W.* party hereto, a considerable sum of money, amounting to upwards of 2000*l.* *And* that for determining all suits and differences depending between the said *S. B.* and the said *P. W.* party hereto, she did agree to accept the sum of 1690*l.* 12*s.* in full of all sum and sums of money due and payable to her from the said *P. W.* the father and son, by virtue of the said decrees or otherwise; *And that* the said *H. T.* had purchased the said leasehold estate, held of *Eaton* college, for the sum of 2160*l.* *And that* 1337*l.* 15*s.* part thereof, had then been paid to her the said *S. B.* in part of the said 1690*l.* 12*s.* and the residue thereof had been

been paid in discharge of incumbrances which affected the said leasehold estate, and the same estate was assigned by indenture of the date thereof, to the said *H. T.* for the remainder of a term of years therein,) *The* said *S. B.* in consideration of the further sum of 352*l.* 17*s.* which together with the said sum of 1337*l.* 15*s.* so as aforesaid paid her, made up the aforesaid sum of 1690*l.* 12*s.* and was in full of all sums or sum of money due or payable to her the said *T. B.* deceased, from the said *P. W.* the father and son, or their estate, by virtue of the said recited commission of lunacy, decrees and judgments, or otherwise, *Did* bargain, sell and assign to the said *H. T.* All and every the said recited decrees and judgments, and all sum and sums of money thereby respectively to her due or payable, and also all and every messuages, lands, tenements and hereditaments, estate and estates, sums of money, matters and things which the said *T. B.* or *S. B.* were any ways intitled to by virtue of the said recited decrees, commission of lunacy and judgments aforesaid, and also all the estate, right, title and interest of her the said *S. B.* of, in or to the same, to hold to the said *H. T.* his executors, administrators and assigns, from thenceforth for ever, *Under a proviso* or condition for redemption therein contained on payment to the said *H. T.* of the sum of 352*l.* 15*s.* with interest on the day therein mentioned and long since past: *And whereas* the said *H. T.* by writing under his hand and seal bearing date the third day of *March* last past, before the date hereof, indorsed on the back of the said last recited indenture, in consideration of the sum of 369*l.* and 9*d.* to him paid by the said *J. W.* in full of the principal and interest due to him upon the said recited mortgage, *Did* bargain, sell and assign to the said *J. W.* all and every the said several decrees, judgments and other matters and things as aforesaid to him assigned, to hold to him the said *J. W.* his executors, administrators and assigns, from thenceforth for ever, subject to the equity of redemption of the said *W. P.* party, &c. as by the said several recited decrees, judgments and indentures, relation being thereunto respectively had, more plainly may appear: *And whereas* there is due for principal and interest to the said *J. W.* on the day of the date hereof, the sum of — *And whereas* the said *P. M.* hath agreed for the absolute purchase to him and his heirs of *P. W.* party to these presents, of several messuages, lands and hereditaments, lying in, &c. subject to the said recited judgments, which it is agreed, shall, together with the said recited decrees, and all benefit hereof, be assigned to the said *S. W.* and *W. E.* in trust for the said *P. M.* and *P. W.* party, &c. to the intent to protect and defend as well the said messuages and lands of the said *P. M.* as also other the messuages, lands and hereditaments of the said *P. W.* party, &c. of and from any other mesne incumbrances: *Now this Indenture witnesseth,* That for and in consideration of the sum of — of, &c. to the said *J. W.* and also the said sum of — of like money to the said *M. A.* in hand, at or before the sealing and delivery of these presents, severally paid by the said *P. M.* (by the direction and appointment of the said *P. W.* party, &c. testified, &c.) the receipts whereof they the said *J. W.* and *M. A.* do hereby respectively acknowledge, (which said sums of — and — were part of the sum of 3450*l.* the consideration of one indenture of release of six parts, bearing even date with these presents, made between, &c. purporting a grant and release of the said messuages, lands and hereditaments, lying in — aforesaid, to the said *P. M.* and *P. W.* and their heirs, in trust

Recital of the assignment of judgment, &c. to Mr. T. by way of mortgage.

Assignment thereof to J. W.

Recital of Mr. M.'s purchase.

Consideration.

Assignment.

Habeendum.

Trust.

Covenant,

trust for the said *P. M.* and his heirs) and also in consideration of the sum of 5s. a-piece of, &c. to the said *T. H.* and *J. W.* in hand, &c. severally paid by the said *S. W.* and *W. E.* the several receipts whereof they do hereby acknowledge, they the said *T. H.* and *J. W.* (by the direction and appointment of the said *P. W.* and the said *P. M.* testified by their being parties to and signing and sealing of these presents) *Have* and each of them *Had* bargained, sold, transferred and assigned, and by, &c. unto the said *S. W.* and *W. E.* their executors, administrators and assigns, *All* and every the said several recited decrees and judgments, and all and every sum and sums of money that now are or at any time hereafter shall be respectively thereon due, payable or recoverable, and also all and every the messuages, lands and hereditaments, and other matters and things to which the said *S. B.* was any ways intitled by virtue of the said decrees, and which she, as aforesaid, assigned to the said *H. T.* and also all the estate, right, title, interest, claim and demand whatsoever, both in law and equity, of them the said *T. H.* and *J. W.* of, in or to the same premises, or any part thereof; *To have and to hold* the said several decrees, judgments, sum and sums of money, messuages, lands and other the assigned premises, unto the said *S. W.* and *W. E.* their executors, administrators and assigns, from henceforth for ever, *To* and upon the several trusts, intents and purposes herein after mentioned, limited and declared, that is to say, *In Trust* that the said several decrees, judgments and other matters and things hereby assigned, shall be and remain in the said *S. W.* and *W. E.* their executors, administrators and assigns, to the intent to defend and protect, *As well* all and every the said messuages, lands, tenements and hereditaments, lying in the said parishes of ———— so, as aforesaid, sold and conveyed to the said *P. M.* and *P. W.* and their heirs, in trust as aforesaid; *As also* all other the lands, tenements and hereditaments, in which the said *P. W.* party, &c. or any other person or persons in trust for him, are or stand seised of in an estate of inheritance in fee-simple, which he hath and claims by virtue of the last will and testament of the said *P. W.* his father deceased, or otherwise by descent as heir at law to him, of and from all and every other judgments, statutes, mortgages or other mesne incumbrances; *And also* that the same judgments and decrees, or any proceedings thereon, shall not at any time hereafter disturb, charge or incumber any of the said messuages, lands and hereditaments of the said *P. M.* and *P. W.* party, &c. otherwise than by extending the same for conformity, and in case of such extent for conformity, the same to be; *As for* and concerning the said messuages, lands and hereditaments, in the parishes of ———— aforesaid, *In Trust* for the said *P. M.* his heirs and assigns; *And as for* and concerning all other lands and hereditaments now belonging to the said *P. W.* party, &c. as aforesaid, in trust for him the same *P. W.* his heirs and assigns; and also *Upon Trust* that they the said *S. W.* and *W. E.* their executors, administrators and assigns, shall at all times hereafter permit and suffer the said *P. M.* his heirs and assigns, and the said *P. W.* party, &c. his heirs and assigns respectively, to make use of the said judgments and decrees in any court or courts of law or equity, to protect and indemnify the aforesaid messuages, lands and hereditaments of them the said *P. M.* and *P. W.* party, &c. respectively, of, from and against any such judgments, mortgages or other mesne incumbrances, which might otherwise charge and incumber the same. *And* the said *P. W.* for himself, &c. doth

covenant,

covenant, promise and agree to and with the said *S. W.* and *W. E.* Done no act their heirs and assigns, and to and with every of them by these presents, to incumber, that he the said *P. W.* hath not at any time or times heretofore made, done, committed or willingly suffered any former or other assignment, release, act, matter or thing, whereby the said judgments, mortgages, decrees and other the hereby assigned premisses, or any of them, are or is vacated or discharged, or, are, is or shall be impeached, charged or incumbered, in title, estate or otherwise howsoever; and the said *T. F.* doth, &c. (*The like covenant, only leaving out the words mortgages, decrees and other the hereby assigned :*) And this Indenture further witnesseth, that the said *P. W.* for and in consideration of the said sum of ——— so, as aforesaid, paid him by the said *P. M.* and for other the considerations aforesaid, doth covenant, agree and declare, to and with the said *P. M.* his heirs and assigns, in manner as follows, *vis.* That the said judgment recovered by the said *M. A.* shall as far as the same affects or concerns the said messuages, lands and hereditaments in ——— aforesaid, be and remain in the said *M. A.* his executors and administrators, for the better securing and protecting the same, and the purchase thereof, to and for the benefit of the said *P. M.* his heirs and assigns, from mesne incumbrances, and may, at the costs and charges of the said *P. M.* his heirs and assigns, be made use of accordingly, and that the said messuages, lands and hereditaments in ——— aforesaid, shall not be extended by or upon the same judgment, otherwise than for conformity only; and in case of any such extent, the same as to the messuages, lands and hereditaments in ——— aforesaid, shall be in trust for, and for the benefit of the said *P. M.* his heirs and assigns. In witness, &c.

Mr. A.'s covenant and declaration touching his judgment.

I approve of this draught, if these be all the incumbrances that are upon the estate. *Gilb. Horseman.*
23d February 1719.

I approve of this draught.
J. Ward.
6 February 1719.

An Assignment of one Judgment as a collateral Security for Money recovered on another, with a Defeazance to the Assignor, giving him further Time to discharge his Judgment.

THIS INDENTURE TRIPARTITE, made, &c. Between *T.* of, &c. of the first part, *W. F.* of, &c. of the second part, and *F. B.* of, &c. (a person nominated by them the said *T. T.* and *W. F.* for the trusts and purposes herein after mentioned) of the third part. *Whereas* there was lately due and owing from the said *T. T.* to the said *W. F.* the sum of 100*l.* which is secured to him by virtue of a certain judgment given to or obtained by the said *W. F.* against the said *T. T.* in his majesty's court of *C. B.* as of *E.* term, which was in the ——— year of the reign of his present majesty: *And whereas* by certain defeazance dated ——— (Reciting the said judgment) *He* the said *W. F.* hath thereby covenanted not to take out any execution or other process upon the said judgment against the said *T. T.* his goods or chattels, until *Michaelmas* day now next ensuing, *As* by the record of the said judgment in the said court of common pleas, and the said in part

Recitals, *vis.* As to Mr. T.'s judgment to Mr. F. and his defeazance thereon for 100*l.*

As to 30*l.*
being paid
thereof,

As to the
judgment ob-
tained by Mr.
T. against Sir
R. C. in error.
As to the a-
greement for
further time
to Mr. T. and
assignment of
Sir R.'s judg-
ment as a
collateral se-
curity.

Mr. F.'s de-
feazance to
Mr. T.,

Mr. T.'s as-
signment of
Sir R. C.'s
judgment to
Mr. B.

recited defeazance, (relation, &c. respectively, &c.) *And whereas* the said T. T. hath paid to the said W. F. the sum of 30*l.* in part of the said sum of 100*l.* and interest, secured to him by the said judgment as aforesaid, and there now remains due to him the said W. F. by virtue thereof, only the sum of 70*l.* principal money, besides interest and costs due on the said judgment, which he the said W. F. doth hereby acknowledge so to be: *And whereas* the said T. T. did, as of T. term now last past, obtain a judgment in his majesty's court of exchequer chamber at *Westminster* on a writ of error affirmed there for the sum of 100*l.* besides costs of suit, against Sir R. C. knight of the bath, as by the records of the same judgment in the same court may appear: *And whereas* the said T. T. not being at present able to pay to the said W. F. the said principal sum of 70*l.* interest and costs now remaining due to him as aforesaid, hath requested of him farther time for so doing, and as and for a further or collateral security for payment thereof, he the said T. T. hath proposed and agreed to assign the said judgment so by him obtained against the said Sir R. C. as aforesaid, and all monies thereby secured unto the said T. B. *Nevertheless upon the several trusts* and in such manner as herein after in that behalf is mentioned and expressed, *In consideration* whereof, *He* the said W. F. hath agreed to give unto him the said T. T. such further time for payment of the said remaining principal sum of 70*l.* and interest and costs, and, on payment thereof, such discharge and satisfaction for the same, in such manner herein after in that behalf is also mentioned and expressed: *Now this Indenture witnesseth*, that he the said W. F. (in pursuance of his said recited agreement, and in consideration of the assignment herein after made by the said T. T. to the said F. B. of the said judgment obtained by him against the said Sir R. C. as aforesaid, upon the trusts herein after mentioned) *Doth* covenant, promise, grant and agree to and with the said T. T. his heirs, executors, administrators and assigns, and to and with every of them by these presents, that he the said W. F. his executors, administrators or assigns or any of them, shall not, nor will take or sue out, or cause to be taken or sued out, any writ or writs of execution or other process, nor take any advantage whatsoever against the said T. T. his executors or administrators, or his or their goods, chattels, lands or tenements, upon the said first recited judgment so by him the said W. F. obtained against the said T. T. as aforesaid, for the said principal sum of 70*l.* and interest and costs now remaining due thereon until from and after the feast-day of St. Michael the Archangel, which will be in the year of our Lord 17—. *And this Indenture further witnesseth*, that the said T. T. in consideration of the premises, and in pursuance of his before recited agreement, and to the intent that the said remaining principal sum of 70*l.* and interest and costs, so now remaining due from him to the said W. F. as aforesaid, may be paid to him as soon as the same can or may be, and for and in consideration of the sum of 5*s.* of lawful money to him paid by the said F. B. at or before executing hereof, the receipt whereof is by him hereby acknowledged and for divers, &c. *He* the said T. T. hath bargained, sold, assigned, transferred and set over, *And* by these presents (by and with the consent and approbation of the said W. F. testified, &c.) *Doth*, &c. unto the said F. B. his, &c. *As well* the said recited judgment so by him the said T. T. obtained against the said Sir R. C. as aforesaid, *As also* the sum of 100*l.* thereby recovered, and all and every other sum and sum

of money whatsoever, thereby due and payable, and the full benefit and advantage of the same judgment, and of all monies thereon due or to become due and payable by virtue thereof, *And all forfeitures, benefit and advantage whatsoever to be had, made or taken, by virtue of any execution or executions, or other process whatsoever to be sued out upon the same judgment, and all the right, interest, property, claim and demand whatsoever, either at law or in equity of him the said T. T. or of any other person or persons in trust for him, of, in and unto the said last mentioned judgment, and monies thereby secured and every part thereof ;* *To have and to hold* the said last mentioned judgment, and all sum and *Habendum.*
sums of money thereby due or payable, and the full benefit and effect thereof, and all and singular other the hereby assigned premisses unto and to the use of the said F. B. his executors, administrators and assigns from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as he the said T. T. could or might have had, held, received or enjoyed the same, in *Trusts.*
case these presents had not been made ; *Nevertheless* to, for and upon the several trusts, intents and purposes herein after mentioned and expressed, of and concerning the same, *viz.* upon the special trust that he the said F. B. his executors, administrators or assigns, upon his or their recovery or receipt of the said hereby assigned monies and premisses, shall and do in the first place pay thereout unto the said W. F. his executors, administrators or assigns, the said remaining principal sum of 70*l.* interest and costs, so now remaining due to him from the said T. T. as aforesaid, together with all interest that shall or may become due to the said W. F. on the said first mentioned judgment, in full discharge and satisfaction of all monies due to him by virtue thereof, and from and after full payment thereof, and subject thereunto, and also from and after payment out of the residue of the hereby assigned monies, of all costs, charges, damages and expences which he the said F. B. his executors, administrators or assigns shall or may sustain, suffer or be put unto in the execution of the trusts hereby in him and them reposed, and which he and they are hereby enabled and impowered in the second place to deduct and retain out of the same monies, to his and their own use and benefit, and also subject thereunto ; then upon this further trust, that he the said F. B. his executors or assigns, shall and will pay or assign all the residue of the said hereby assigned monies, when and as the same shall be by him or them received by virtue of these presents, unto the said T. T. his executors, administrators or assigns, to and for his and their own use and benefit, and to and for no other trust, use, intent or purpose whatsoever ; *And* for the better and more effectual enabling the said F. B. *Letter of attorney.*
his executors and assigns, to recover and receive all and singular the said hereby assigned monies and premisses, nevertheless to, for and upon the several trusts, intents and purposes aforesaid, he the said T. T. *Has* nominated, authorized, constituted and appointed, and by these presents *Doth* nominate, &c. and in his place and stead put the said F. B. his executors and assigns, the true and lawful attorney and attornies of him the said T. T. in the name of him the said T. T. his executors, or administrators or otherwise, to sue out and prosecute any execution or executions, or other process against the said Sir R. C. his heirs, executors or administrators, or his or their lands or tenements upon the said hereby assigned judgment, and to do all and every such other lawful acts and things as shall be advised and thought fit, for the recovering and
F f a
payment

Mr. T. covenants, viz. hath not assigned judgment; nor to release the same, or any execution, &c. without consent.

Covenant from Mr. F. on payment of his monies, to acknowledge satisfaction.

Agreement if monies not paid before Michaelmas — then Mr. F. may sue out execution.

Proviso that if the assigned premises be not recovered or received before the day, then the same to be re-assigned.

payment of all and singular the said hereby assigned monies and premises, and upon receipt thereof, to acknowledge satisfaction upon record of the same judgment, or to give any other proper and sufficient releases or discharges for the same, and finally to make do and execute all and every such further and other lawful acts or things, as well for the obtaining, recovering and receiving of all and singular the said hereby assigned monies and premises, also for the releasing and discharging thereof, or of any part thereof, and that as fully, effectually and absolutely, and in as large and ample manner to all intents and purposes whatsoever, as he the said T. T. could or might have done the same if personally present, or as if these presents had not been made; and he the said T. T. doth hereby allow, ratify and confirm all such lawful acts and things, as he the said F. B. his executors or assigns, shall do or cause to be done by virtue of these presents; *Nevertheless* upon the several trusts aforesaid: And the said T. T. for himself, his, &c. doth covenant, &c. to and with the said F. B. his, &c. by, &c. viz. that he the said T. T. hath not assigned or released the said hereby assigned judgment, or any sum or sums of money thereby secured or thereon due or payable, or any part thereof; and that he the said T. T. his, &c. shall not, nor will at any time hereafter assign, release or discharge the said hereby assigned judgment, or the monies thereby secured, or any part thereof, or any execution or process to be brought thereupon, without the consent and direction in writing first had and obtained of the said W. F. his, &c. for that purpose, under his or their hands and seals. And the said W. F. for himself, his, &c. doth further covenant, &c. to and with the said T. T. his, &c. by, &c. that upon payment to him or them of the said remaining principal sum of 70*l.* interest and costs as aforesaid, out of the said hereby assigned monies and premises, by virtue of the trusts aforesaid; or in default thereof, then if he the said T. T. his, &c. shall well and truly pay the same to him or them, on or before the said feast-day of St. *Michael the Archangel* which will be in the year of our Lord, &c. shall and will at the proper costs and charges in the law of him the said T. T. his heirs, executors or administrators, acknowledge satisfaction upon the record of the said first recited judgment so obtained against him the said T. T. by the said W. F. as aforesaid. And it is hereby agreed and declared by and between all the said parties to these presents, that in case the said remaining principal sum of 70*l.* interest and costs as aforesaid, shall not be paid to the said W. F. his executors, administrators or assigns, in manner as aforesaid, on or before the said feast day of St. *Michael the Archangel*, which shall be in the year of our Lord — then and in such case, it shall and may be lawful to and for the said W. F. his executors or assigns, at any time then after, to sue out and prosecute any writ or writs of execution, or other process whatsoever upon the said first recited judgment, according to due course of law, or do any other lawful act or acts whatsoever for the recovering and receiving the said principal sum of 70*l.* interest and costs as aforesaid; any thing herein contained to the contrary thereof in any wise notwithstanding. *Provided always and lastly*, it is hereby further agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of these presents is, that in case the said hereby assigned monies and premises, can or shall not on or before the said *Michaelmas day* — be recovered and received by the said F. B. his executors, administrators and assigns, and be by him and them

them paid and satisfied upon the trusts aforesaid ; then and in such case, he the said *F. B.* his executors or assigns (at the request and charge of him the said *T. T.* his executors, administrators and assigns) shall and will re-assign all and singular the hereby assigned monies and premisses, or so much thereof, as shall not then be by him or them received and applied for the purposes aforesaid, unto the said *T. T.* his executors, administrators or assigns, or as he or they shall direct or appoint ; any things in these presents contained to the contrary thereof in any wise notwithstanding. *In witness, &c.*

XXII. Of Leases for Lives and Years, and other Grants of and Interests in Terms for Life and Years in Lands, &c. (a) absolute.

An Assignment of a Lease, with the usual and necessary Covenants:

THIS INDENTURE, made the — day of — in the — year of the reign, *Ec. Between A. B. of — in the county of B. of the one part, and C. D. of — in the county of M. grocer, of the other part. Whereas in and by one indenture of lease bearing date the — day of — in the year of our Lord 1750, and made or mentioned to be made between E. F. of — in the said county of B. gent. of the one part, and the said A. B. of the other part, He the said E. F. for the consideration therein mentioned, did demise, grant, lease, set, and to farm let, (as penned in the lease) unto the said A. B. All that messuage, &c. situate, &c. pursue the words of the lease for the description, &c.) To hold unto the said A. B. his executors, administrators and assigns, from the feast day of St. Michael then last past, for and during, and unto the full end and term of 44 years from thence next ensuing, at and under the yearly rent of — l. payable in manner as therein is mentioned, and subject to the covenants therein contained, as in and by the said in part recited indenture of lease, relation being thereunto had, will more fully appear : Now this Indenture witnesseth, That the said A. B. for and in consideration of the sum of — l. of lawful money of Great Britain, to him in hand paid by the said C. D. at and before the sealing and delivery of these presents, the receipt whereof he the said A. B. doth hereby acknowledge, and thereof and therefrom doth acquit, release and discharge the said C. D. his executors, administrators and assigns, for ever by these presents, Have granted, bargained, sold, assigned, transferred and set over, and by the presents both grant, bargain, sell, assign, transfer and set over unto the said C. D. his executors, administrators and assigns, All that the messuage or teneiment and premisses above mentioned to be demised and leased to him the said A. B. in and by the said recited indenture of lease is aforesaid, and every part and parcel thereof ; and also all the estate, right, title, interest, term of years yet to come and unexpired, property, benefit,*

(a) See further for conditional Assignments, and Tit. *Mortgages.*

Habendum.

Covenant that
the lease is a
good lease
and valid ;

and that he
hath power to
assign,

for quiet en-
joyment,

free from in-
cumbances,
and to save
harmless.

benefit, advantage, claim and demand whatsoever of him the said *A. B.* of, in and to the same, or of, in or to any part or parcel thereof, together with the said recited indenture of lease ; *To have and to hold* the said messuage or tenement and premisses above mentioned, and hereby granted and assigned, or meant and intended so to be, and every part and parcel thereof with the appurtenances, together with the said recited indenture of lease, unto the said *C. D.* his executors, administrators and assigns, for and during all the rest, residue and remainder, yet to come and unexpired of and in the said term of 44 years, in and by the said in part recited indenture of lease granted, in as full, large, ample and beneficial manner and form, to all intents and purposes, as he the said *A. B.* his executors, administrators or assigns, might, should, could, or ought to have had, held and enjoyed the same, by virtue or means of the said in part recited indenture of lease, or otherwise howsoever. *And* the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns, by these presents in manner and form following, (that is to say,) that for and notwithstanding any act, matter or thing, by him had, made, done, committed, or wittingly or willingly suffered to the contrary, the said recited indenture of lease is at the time of the sealing and delivery of these presents a good and effectual lease, valid in the law, of and for the said premisses thereby demised and in no wise surrendered, forfeited, or become void or voidable in the law ; *And* that he the said *A. B.* for and notwithstanding any such act, matter or thing as aforesaid, now hath in himself good right, full power, and lawful and absolute authority to bargain, sell, assign and set over the said recited indenture of lease, and the said messuage, tenement and premisses, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, in manner and form aforesaid ; *And also* that he the said *C. D.* his executors, administrators and assigns, shall or lawfully may from time to time and at all times hereafter, for and during all the rest, residue and remainder yet to come and unexpired of the said term of 44 years in and by the said recited indenture of lease granted, peaceably and quietly have, hold, occupy, possess and enjoy the said messuage or tenements, and all and singular other the premisses herein before mentioned or intended to be hereby assigned, with their and every of their appurtenances, without the lawful let, suit, trouble, damage, molestation, eviction, disturbance, hinderance or interruption of or by him the said *A. B.* his executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim from, by or under him, them or any of them, or by his, their or any of their act, means, consent, neglect, default, privity or procurement ; and that free and clear, freely and clearly acquitted, exonerated and discharged, or by him the said *A. B.* his executors, administrators or assigns, well and sufficiently saved, defend, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, surrenders, forfeitures, rents, arrears of rents ; and of and from all other estates, titles, troubles, charges and incumbrances had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said *A. B.* or by, through, with or under his act,

act, means, consent, privity, neglect, default or procurement; *And* For further *furber*, That he the said *A. B.* his executors, administrators and assigns, and all and every other person or persons lawfully having or claiming, or to claim any estate, right, title or interest, of, in, to or out of the said hereby assigned premises or any part thereof, by, from or under him, shall and will, from time to time and at all times hereafter, at the reasonable request and at the proper costs and charges in the law of the said *C. D.* his executors, administrators or assigns, make, do and execute all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances in the law whatsoever, for the further, better and more absolute assigning, confirming and assuring of the said messuage or tenement and premises hereby assigned, with their appurtenances, unto the said *C. D.* his executors, administrators and assigns, for and during all the residue and remainder of the said term of 44 years, which shall be then to come and unexpired, as by the said *C. D.* his executors, administrators or assigns, or his or their counsel in the law, shall be reasonably devised, advised or required; so as such further assurances or conveyances continue or extend to no further or other warranty or covenant, than against the acts of the person or persons making the same; and so as such person or persons, who shall be required to make the same, be not compelled or compellable to go or travel from their respective places of abode for the doing thereof. *And* the said *C. D.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said *A. B.* his heirs, executors and administrators, by these presents in the manner and form following, (that is to say,) that he the said *C. D.* his executors, administrators or assigns, or some of them, shall and will, from time to time and at all times hereafter, well and truly pay the rent, and perform the covenants and agreements in the said recited indenture of lease reserved and contained, which on the tenant's or lessee's part from the feast day of, &c. are and ought to be paid and performed, according to the true intent and meaning of the said indenture of lease; and thereof and therefrom, and of, from and against all actions, suits, costs, charges, expences, troubles, damages and demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said *A. B.* his heirs, executors or administrators, or which he, they or any of them, shall or may sustain, suffer or be put unto, for or by reason or means of the non-payment of the rent, or the breach of non performance of the said covenants or agreements, (a) or any of them, shall and will at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* his heirs, executors and administrators, for ever, by these presents. *In Witness whereof, &c.*

Assignee covenants to pay the rent, &c.

and indemnify the assignee therefrom, and from all costs, &c.

N. B.

(a) This covenant is necessary to be inserted in all assignments of leases, where there are express covenants in the original lease, because upon an express covenant to pay rent, &c. an action of covenant lies by the lessor and his assigns, against the lessee for rent, &c. after assignment and acceptance of the assignee by the lessor. But it seems that such action does not lie against a lessee upon a covenant in law (as "yielding and paying") after assignment. *Sid.* 447. 402. 1 *Lev.* 259. *10. Jac.* 309.

Assignments.

N. B. *Where nothing (good will) is given for the assignment of a lease, let the consideration be 5s. and payment and performance of rent and covenants in the lease contained.*

Where the thing is of small concern the covenants may be abridged, or some omitted, to shorten the deed: Some will insert only these, That the lease is good, and for quiet enjoyment.

Sometimes, especially where there is not a counterpart of the assignment, it is necessary to take a bond for the assignee to indemnify the assignor against payment of the rent, &c. and then the covenants on the assignee's part may be omitted, if you would shorten the deed.

Another by Indorsement.

K NOW ALL MEN BY THESE PRESENTS, That I the within named *A. B.* for and in consideration of the sum of ——— l. of lawful money of *Great Britain*, to me in hand paid by *C. D.* of, &c. the receipt whereof is hereby acknowledged, *Have* bargained, sold, assigned, transferred and set over, and by these presents, *Do* bargain, sell, assign, transfer and set over, unto the said *C. D.* his executors, administrators and assigns, the within contained indenture of lease, together with all and singular the messuage, tenement and farm, close of arable lands, meadows, orchards, and all and singular other the tenements and premises within contained, and to me, my executors, administrators and assigns, thereby granted and demised; *To have and to hold* the said within contained indenture of lease, and the said messuage, &c. and premises, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, for and during all the rest, residue, and remainder now to come and unexpired, of and in the said term of 17 years in and by the said within indenture of lease to me granted and demised as aforesaid, in as full, large, ample and beneficial manner and form, as I the said *A. B.* might or could have had, held and enjoyed the same, in case these presents had not been made; *Subject nevertheless* to the payment of the yearly rent, and performance of all and singular the covenants, conditions, provisoes and agreements, in and by the same reserved and contained, and which, on the part and behalf of the lessee and his assigns, are and ought to be paid, performed, fulfilled and kept; *And* I the said *A. B.* do hereby for myself, my executors and administrators, covenant, promise and agree, to and with the said *C. D.* his executors administrators and assigns, that I have not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the said within indenture of lease, or the residue of the said term thereby granted, or any the premises thereby demised, and hereby assigned or intended to be hereby assigned to the said *C. D.* is, are, shall or may be impeached, forfeited, merged, or made void or voidable, or incumbered in any wise howsoever; *And* that he the said *C. D.* his executors, administrators and assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the same premises from henceforth, for and during all the rest, residue and remainder of the same term of 17 years therein and thereby granted and demised, without any the lawful let, suit, trouble, hinderance, molestation, disturbance or interruption of or by me the said *A. B.* my executors or administrators, or any other person

person or persons claiming or to claim, by, from or under me. *In Witness* whereof I have hereto set my hand and seal this ——— day ——— in the year of our Lord 1755.

Bond to indemnify lessee against the rent and covenants in the lease is necessary. See Bond.

Assignment of Leases by Executors, with Exceptions, &c.

THIS INDENTURE, made, &c. *Between T. P. of, &c. esq. W. P. Lilly 477.*
of &c. gent. and J. B. of, &c. executors of the last will and testament of S. P. late of, &c. esq. and citizen and grocer of London, deceased, of the one part, and E. H. of, &c. brewer, of the other part. *Whereas* by indenture of lease bearing date, &c. Sir W. L. of, &c. bart. did demise to to J. H. citizen and draper of London, All that piece or parcel of ground, being part of, &c. otherwise called, &c. lying on the east side of a street called, &c. and abutting in such manner, and containing such dimensions, as in and by the said indenture of lease, and the scheme or ground-plot thereunto annexed, are particularly described and set forth, together with all ways, passages, water-courses, profits, commodities and appurtenances whatsoever, to the said piece or parcel of ground belonging or appertaining; *To hold* to the said J. H. his executors, administrators and assigns, from *Midsummer* then last past, for the term of sixty-two years and a half, at a pepper-corn rent for the first two years and a half, and the yearly rent of 28*l.* for the residue of the said term, payable quarterly, *And whereas* the said Sir W. L. by one other indenture of lease, bearing date on or about the said, &c. did demise to the said J. H. All that other piece or parcel of ground, being part of the said field commonly called, &c. otherwise, &c. aforesaid, lying on the south side of a way or street leading towards, &c. commonly called, &c. and abutting in such manner, and containing such dimensions, as in and by the last mentioned indenture of lease, and the scheme or ground-plot thereunto annexed are particularly described and set forth, together with all ways, passages, water-courses, profits, commodities and appurtenances whatsoever, to the said last mentioned piece or parcel of ground belonging or appertaining; *To hold* to the said J. H. his executors, administrators and assigns, from *Midsummer* then last past, for the term of sixty two years and a half, at a pepper corn rent for the two first years and a half, and the yearly rent of 10*l.* for the remainder of the said term; *And whereas* the said J. H. by indenture of assignment, bearing date on or about the, &c. (for the consideration therein mentioned) did bargain, sell and assign to S. T. of London, esq. the said two several before recited indentures of lease, and the said respective pieces or parcels of ground thereby demised; *And also* all those sixteen messuages or tenements then erected and built in or upon the said two pieces or parcels of ground, or some part thereof, and then or then late in the several tenures or occupations of J. B. W. C. J. J. R. P. J. T. and the said J. H. their several lessees, under-tenants or assigns; and all other the messuages or tenements, edifices, erections, structures and buildings then erected, set up or built in or upon the said two pieces or parcels of ground, or either of them, with their and every of their appurtenances; *And* all the estate, right, title, interest, claim and demand whatsoever of him the said J. H. of, in, to

Reciting of another lease. The premises.

The Habendum.

Assignment of the said leases.

The habendum. or out of the premises or any part thereof in any wise howsoever; *To hold* to the said S. T. his executors, administrators and assigns, from thenceforth during all the residue and remainder of the said several terms of sixty-two years and a half, and sixty-two years and a half then to come and unexpired; *And whereas* the said S. T. then Sir S. T. by indenture of assignment under his hand and seal, bearing date on or about the, &c. (for the considerations therein mentioned) did bargain, sell and assign unto the above named S. P. the said two several recited indentures of lease, and the said recited indenture of assignment, and the said two pieces of ground, and the said several messuages, tenements, and all other the premises by the said indenture of lease and indenture of assignment demised or assigned, with their and every of their appurtenances, and all his estate and interest therein; *To hold* to the said S. P. his executors, administrators or assigns from thenceforth, for and during all the residue and remainder of the said two several terms of sixty-two years and a half, and sixty-two years and a half, in and by the said two several recited indentures of lease granted, then to come and unexpired; as in and by the said several recited indentures of lease and indentures of assignment, relation being thereunto respectively had, may more fully appear; *And whereas* all the estate and interest of the said S. P. of and in the said two several recited indentures of lease and indentures of assignment, and the premises thereby demised or assigned, are become legally vested in the said T. P. W. P. and J. P. as executors to the said S. P. and devisees of the residue of his estate: *Now this Indenture witnesseth*, That they the said T. P. W. P. and J. P. for and in consideration of the sum of, &c. of lawful money of Great Britain, to them, some or one of them, in hand, at or before the sealing or delivery hereof, by the said E. H. well and truly paid, the receipt whereof they do hereby acknowledge, and thereof and of and from every part and parcel thereof do fully, clearly and absolutely release, acquit and discharge the said E. H. his executors, administrators and assigns, and every of them by these presents, *Have*, and each of them *Have* bargained, sold, assigned and set over, and by these presents do, and each of them doth fully, clearly and absolutely bargain, sell, assign and set over, unto the said E. H. his executors, administrators and assigns, the said two several recited indentures of lease and indentures of assignment, and the said two pieces or parcels of ground, with the said sixteen messuages or tenements, and all other messuages or tenements, edifices, structures, erections and buildings whatsoever, in or upon the said two pieces or parcels of ground, or any part thereof erected, set up or built; and all ways, passages, water-courses, lights, easements, yards, gardens, backfides, cellars, cellars, chambers, rooms, outlets, grounds, lands, emoluments, profits, commodities, privileges, advantages and appurtenances whatsoever, to the said pieces or parcels of ground, messuages or tenements, and other the premises, or any part thereof, of right belonging or appertaining, or with the same demised, held, used or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or any part thereof, by virtue, force or means of the said two recited indentures of lease and indenture of assignment, or any of them, or any grant, article, covenant, clause, act, power or thing whatsoever, in or by them, or any of them comprised, contained, specified, mentioned, or springing or arising in any wise howsoever; *And* the reversion and reversions, remainder and remainders of all and singular the premises, and of every or any part or parcel thereof; *And* all

Assignment of
the assignment.

The habendum.

Which leases
and assignments
are legally
vested in exe-
cutors, who in
consideration
of a sum of
money assign
the same.

all rents and yearly profits reserved, due, or payable by or upon any leases, grants or demises, made of the premises, or any part thereof, together with the counterparts of all such leases, grants or demises, and also all the estate, right, title, interest, term and terms of years yet to come and unexpired, use, property, possession, claim and demand whatsoever, both at law and in equity of them the said *T. P. W. P.* and *J. B.* of, in, to or out of the said ground, messuages, tenements, buildings, and other the premises, every or any of them in any wise howsoever ; *To have and to hold* the said two several pieces or parcels of ground, messuages, tenements, erections and buildings, and all and singular other the premises herein before mentioned, and intended to be hereby sold or assigned, with their and every of their appurtenances, unto the said *J. H.* his executors, administrators and assigns, from the feast day of the annunciation of the blessed virgin *Mary*, last past before the date hereof, for and during all the residue and remainder of the said two several terms of sixty-two years and a half, and sixty-two years and a half in or by the said two several recited indentures of lease respectively granted, then to come and unexpired. *And* the said *T. P. W. P.* and *J. B.* for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and for their several and respective acts and deeds, and not the one for the other, or for the heirs, executors or administrators, or for the acts or deeds of the other of them, do covenant, promise and agree, to and with the said *E. H.* his executors, administrators and assigns, by these presents, in manner and form following ; (that is to say,) that for and notwithstanding any act, matter or thing, by them or any of them respectively had, made, done, committed, or wittingly or willingly suffered to the contrary, (except as herein after is excepted) the said two several recited indentures of lease are, at the time of the sealing and delivery of these presents, good and effectual leases, valid in the law, of and for the premises thereby respectively demised, and not any way surrendered, forfeited, or become void or voidable in the law ; *And* that they the said *T. P. W. P.* and *J. B.* for and notwithstanding any such act, matter or thing as aforesaid, (except as herein after is excepted) now have in themselves good right, full power, and lawful and absolute authority, to bargain, sell, assign and set over the said two recited indentures of lease, and the said two pieces or parcels of ground, messuages or tenements, and all other the said hereby assigned premises, with their appurtenances, &c. unto the said *E. H.* his executors, administrators and assigns, in manner and form aforesaid ; *And also*, That he the said *E. H.* his executors, administrators and assigns, shall or lawfully may from time to time, and at all times hereafter for and during all the rest and residue yet to come and unexpired of the said two several terms of sixty-two years and a half, and sixty-two years and a half in or by the said two recited indentures of lease respectively granted, peaceably and quietly have, hold, occupy, possess and enjoy the said two several pieces or parcels of ground, messuages or tenements, and all and singular other the premises herein before mentioned or intended to be hereby assigned, with their and every of their appurtenances, without any lawful let, suit, trouble, denial, molestation, eviction, disturbance, hinderance or interruption, of or by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or their respective executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim, from, by or under them,

or

The habendum.

Covenant, that the said leases, &c. are good and valid, and not incumbered, forfeited, void, or voidable.

And that the assignors have full power to assign the same.

Covenant for quiet enjoyment.

And to save
harmless, &c.

Excepting
the rents, &c.

And an in-
denture of
lease.

Excepting
also several
indentures of
lease.

Covenant for
further assu-
rance.

or any of them, or under the said *S. P.* deceased, or by their or any of their act, means, consent, neglect, default or procurement respectively, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or by them the said *T. P. W. P.* and *J. B.* their executors, administrators or assigns, well and sufficiently saved, defended, kept harmless and indemnified, of, from or against all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, surrenders, forfeitures, rents, arrearages of rents, and of and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered, by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or the said *S. P.* deceased, or by, through, with or under their or any of their act, means, consent, privity, neglect, default or procurement. *Excepting always* the rent, covenants and agreements, reserved and contained in or by the said two several recited indentures of lease, which from the said feast day of the annunciation of the blessed virgin *Mary* now last past, on the tenants or lessees part and behalf, shall grow due, or ought to be kept and performed; *And also except* one indenture of lease bearing date, &c. made by the said *T. P. W. P.* and *J. B.* to the said *E. H.* together with *W. H.* of a triangular piece of ground, lying, &c. being part of the said hereby assigned premises, for the term of eighteen years, and one quarter of a year, commencing from the feast-day of the annunciation of the blessed virgin *Mary* then last past, at the rent, &c. of 17s. 6d. for the first quarter of a year of the said term, and the yearly rent of 3l. 10s. for the remainder of the said term: *And also except* several indentures of lease made by the said *J. H.* and the said Sir *S. T.* or one of them, to *J. B. W. C. J. J. J. T.* and the said *J. H.* of several parts of the said two pieces or parcels of ground, or the buildings thereon erected, for several terms of years expiring at or about *Midsummer*, which will be in the year, &c. whereupon several yearly rents are reserved, amounting in the whole to the sum of, &c. which said several yearly rents, together with the above mentioned yearly rent of, &c. reserved upon the said excepted lease made to the said *E. H.* and *W. H.* are from, &c. now last past to become due and payable to the said *E. H.* his executors, administrators and assigns; *And also except* such right or title as may be remaining in any person or persons, in or to a certain lease granted by the said Sir *S. T.* to the said *J. H.* of the said piece of ground now demised by the said first above excepted lease to the said *E. H.* and *W. H.* for fifty-nine years, three quarters of a year, and eleven weeks from, &c. at the yearly rent, &c. which said lease was avoided by the re-entry of the said *T. P. W. P.* and *J. B.* for non-payment of the said yearly rent of, &c. none or but a very small part thereof having been paid since the making of the above mentioned assignment from the said Sir *S. T.* to the above named *S. P.* *And further*, That they the said *T. P. W. P.* and *J. B.* respectively, and their respective executors, administrators and assigns, and all other person or persons lawfully acting, or claiming, or to claim any estate, right, title or interest, of, in or out of the said hereby assigned premises, or any part thereof, or under them, or any of them respectively, (other than such person or persons, as are or shall be intitled to the said assigned premises, or any part thereof, by virtue of the said excepted

ed leases, or any of them, for or in respect of the said excepted leases only) shall and will from time to time, and at all times hereafter, at the reasonable request, &c. ——— This covenant, with the covenant for payment of the rent, and to save harmless, &c. as in the receding lease.

Assignment, by one Joint Lessee to the other, of all his Interest and Estate in the Lease.

TO ALL to whom these presents shall come, I J. W. of, &c. Recital of the send greeting. Whereas Sir W. T. Sir J. M. Sir W. P. Sir H. lease.

kn. and aldermen of the city of London, and Sir P. R. knight, alderman and chamberlain of the said city, by their indenture of lease under their several hands and seals bearing date, &c. made between the said Sir W. T. &c. of the one part, and C. A. of, &c. gent. and me the said J. W. of the other part, reciting as therein is recited, for the considerations therein mentioned, did lease, set, and to farm let unto the said C. A. and me the said J. W. All that their new built messuage or tenement, with the appurtenances, situate, &c. containing, &c. To have and to hold the aforeaid messuage or tenement, with the appurtenances, unto the said C. A. and me the said J. W. our executors, administrators and assigns, from the feast-day of, &c. then last past, before the day of the said indenture, for and during and unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly and every year during the said term, unto the said Sir W. T. &c. their executors, administrators or assigns, or to the major, &c. for the time being, their successors or assigns, at or within the publick compting-house, in the, &c. the yearly rent or sum of, &c. at the four most usual feast-days or terms of the year therein specified, in even and equal portions, as in and by the said recited indenture of lease, wherein divers other covenants, clauses, conditions and agreements are contained, relation being thereunto had, may more fully and at large appear: Now this Indenture witnesseth, That I the said J. W. for and in consideration of the sum of, &c. by the said C. A. to me the said J. W. in hand at or before the enfealing and delivery of these presents well and truly paid, the receipt whereof I the said J. W. do hereby acknowledge, and myself to be therewith fully satisfied, contented and paid, and thereof and from every part thereof do hereby acquit, exonerate and discharge the said C. A. his executors, administrators and assigns, and every of them by these presents, and also for divers other good causes and valuable considerations, me the said J. W. thereunto moving. Have granted, bargained, sold, aliened, assigned, remised, released, and for ever quit-claimed, and by these presents do grant, bargain, sell, alien, assign, remise, release and for ever quit-claim unto the said C. A. All the estate, right, title, interest, term of years to come, claim, profit, property or demand whatsoever, which I the said J. W. now have, for which I my executors administrators, or assigns, at any time hereafter may or ought to have, of, in or to the said recited indenture of lease, or the messuage or tenement thereby demised, with the appurtenances, and every or any part or parcel thereof; To have and to hold the said recited indenture of lease, and the said messuage or tenement and premisses, and every part and parcel thereof, unto the said C. A. his executors, administrators

The habendum.

The reddendum.

Covenant of the assignment of the said lease.

Habendum for the residue of the term.

nistrators

Covenant that the said lease and premisses are free from incumbrances,

except the rent and covenants reserved in the said recited indenture of lease.

Covenants to make further assurance.

nistrators and assigns, to the only proper use and behoof of him the said C. A. his executors, administrators and assigns, from the day of the date of these presents, for and during all the rest and residue now to come and unexpired of the said term of, &c. in and by the said recited indenture of lease granted, and fully to be compleat and ended. And I the said J. W. for myself, my executors, administrators and assigns, and for every of them, do covenant, promise, grant and agree, to and with the said C. A. his executors, administrators and assigns, in manner and form following, that is to say, *That* the said recited indenture of lease, and the messuage or tenement aforesaid and premisses, with all and singular the appurtenances, &c. be, and so from henceforth for and during all the rest and residue now to come and unexpired of the said term of, &c. shall remain and continue, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by me the said J. W. my executors and administrators, well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, judgments, executions, and of and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by me the said J. W. the rest and covenants in and by the said recited indenture of lease reserved and contained, which from henceforth for and during all the rest and residue of the said term of, &c. are to be wholly and solely paid and performed by the said C. A. his executors, administrators and assigns, only excepted and foreprized. And also, *That* I the said J. W. my executors and administrators, shall and will at any time or times hereafter, upon the request, and at the proper costs and charges in the behalf of him the said C. A. his executors, administrators and assigns, make and execute to him the said C. A. his executors or administrators such further and other assurance or assurances of the premisses as the counsel in the law, of him the said C. A. his executors, administrators or assigns, shall be reasonably advised and directed. *In witness, &c.*

An Assignment of several Leases for Years, for the Residue of the several Terms therein mentioned.

Recital of a lease of a tavern.

Habendum for the term of 41 years.

THIS INDENTURE, made, &c. *Between* Sir A. D. of, &c. on the one part, and G. B. of London, merchant, of the other part. *Whereas* the parson or rector, and wardens of the parish church of St. Magnus the martyr, near London Bridge, by their indenture of lease under their hands and seals, bearing date, &c. for the consideration therein mentioned, did demise, grant, and to farm let unto J. of, &c. vintner, all that capital messuage, tenement or tavern, with the appurtenances, then or since called the *Sun-Tavern*, situate, lying or being in or near, &c. *To hold* to the said J. P. his executors, administrators and assigns, from, &c. which was in the year, &c. for the term of one and forty years, from thence next ensuing and fully to be compleat and ended, under the yearly rent of, &c. payable at the days and times therein mentioned, as in and by the said recited indenture of lease, relation being thereunto had, may more fully and at large appear.

appear: *And whereas* the said recited indenture of lease, and the messuage, tenement or tavern, with the appurtenances thereby granted, are by one or more mean assignment or assignments, or other conveyance in the law, legally come unto and vested in the said Sir *A. D.* for all the rest and residue of the said term of forty-one years, in and by the said recited indenture of lease granted yet to come and unexpired. *And whereas* by indenture, bearing date, &c. made or mentioned to be made between *R. J.* clerk, rector of the said parish church of St. *Magnus*, and *W. C.* fishmonger, and *R. P.* haberdasher, citizens of *London*, wardens and keepers of the goods, works, rents and ornaments of the said parish church of St. *Magnus*, of the one part; and the said Sir *A. D.* by the name of *A. D.* of, &c. gent. on the other part; they the said rector and churchwardens, as well in consideration of new building, as for divers other considerations therein mentioned, did demise, grant, and to farm let unto the said Sir *A. D.* so much of all that toft, scite, place and ground, where before the dismal and dreadful fire which happened in *London* in September 1666, was and stood the aforesaid capital messuage, tenement or tavern, with the appurtenances, called the *Sun*, situate, &c. aforesaid, and then late in the tenure or occupation of the above-named *J. P.* as was not then cut off, or appointed to be cut off, or left for the enlargement of the street there, which said toft, scite, place and ground, then was in the tenure or occupation of the said Sir *A. D.* his under-tenants or assigns, containing the several dimensions in a scheme or draught thereof to the said indenture of lease annexed, particularly mentioned, together with all ways, passages, lights, easements, cellars, vaults, profits, commodities and appurtenances whatsoever, to the said demised part of a toft, place and ground, messuage and scite, or any part thereof, in any wise appertaining; *To hold* unto the said Sir *A. D.* his executors, administrators and assigns, from the feast-day of St. *Michael* the Archangel, which should be in the year of our Lord, &c. and from the expiration, forfeiture, or sooner determination of a former lease, theretofore let to the said *J. P.* and herein before mentioned and recited, wherein there were to come about, &c. which first or next should happen, for and during the term of, &c. from the respective intended commencement or beginning of the said demise as aforesaid, next ensuing and fully to be completed and ended, *Under* the yearly rent of, &c. for every year of the said term, and under the rent of, &c. for the last three quarters of a year, payable quarterly: *And whereas* by one other indenture, bearing date, &c. and made or mentioned to be made between the above named rector and churchwardens of the one part, and the said Sir *A. D.* by the name of *A. D.* of, &c. gent. on the other part, *They* the said rector and churchwardens, in consideration of new building, and for divers other considerations therein mentioned, did demise, grant, and to farm let, unto the said Sir *A. D.* *All* that toft, scite, place and ground, where, before the said dreadful fire of *London*, stood the aforesaid messuages or tenements, with the appurtenances, called the *Sun Tavern*, as was not then cut off or appointed to be cut off or left for the enlargement of the street there, and then late was in the tenure or occupation of *G. M.* and after that of, &c. and after that of *A. S.* fishmonger, containing in length, &c. and in breadth, &c. together with all ways, passages, lights, easements, profits, commodities and appurtenances whatsoever, to the said demised premises belonging or in any wise appertaining; *To hold*

Recital of an assignment of the said indenture of lease.

Recital of an indenture of lease of part of a toft, &c. to be built on.

Habendum for a term of years, under a yearly rent.

Recital of another indenture of lease, or another toft, &c.

Habendum for a term of years under a certain rent, payable quarterly.

Recital of buildings erected on the premises.

Covenant of bargain and sale, by way of assignment of all the premises.

Habendum for the several terms of years, either begun or to be begun, and yet to come and unexpired.

Covenant that the said several recited indentures are good in the law, &c.

bold to the said Sir *A. D.* his executors, administrators and assigns, from the feast day of the nativity of, &c. next following the day of the date of the same indenture, for and during the term of, &c. from thence next following fully to be complea and ended, *Under* the yearly rent of, &c. payable quarterly, as in and by the said two last recited indentures of lease, relation thereunto being respectively had, may more fully and at large appear: *And whereas* the said Sir *A. D.* hath, since the said late dreadful fire, erected and built upon the said toft, scite, pieces and parcels of ground above mentioned to be granted by the said several recited indentures of lease, one capital messuage or tenement, called or known by the name of the *Sun Tavern*, and now in the several tenures or occupations of, &c. or some of them. *Now this Indenture witnesseth*, That the said Sir *A. D.* as well for and in consideration of the sum of 1010*l.* of lawful, &c. to be paid to him the said Sir *A. D.* by the above named *G. B.* immediately after the sealing and delivery of these presents, according to a certain agreement in writing, under the hand and seal of the said *G. B.* bearing date, &c. and a collateral agreement bearing even date with these presents, wherewith the said Sir *A. D.* doth hereby acknowledge himself fully satisfied and contented, and for divers other good causes and considerations him hereunto moving, *Hath* granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, sell, assign and set over unto the said *G. B.* *All* the said toft, scite, soil, pieces or parcels of ground, and all and singular other the premises in and by the said recited indentures of lease or any of them demised or granted, or mentioned or intended to be by them or any of them demised or granted, with their and every of their rights, members and appurtenances, and all that the said capital messuage or tenement, with the appurtenances now erected and built, called or known by the name of the *Sun Tavern*, as the same is now divided and severally let to and occupied or enjoyed by the said, &c. or some of them, or some of their under-tenants or assigns; and also all the estate, right, title, interest, term and terms of years yet to come, property, profit, use, trust, benefit, claim and demand of him the said Sir *A. D.* either in law or equity, of, in or to the premises, and every or any part or parcel thereof, together also with the said several recited indentures of lease, and the assignment or assignments, or other conveyances in the law herein before mentioned and intended, and every of them; *To have and to hold* the said toft, scite, soil, pieces or parcels of ground, messuage or tenement, and all and singular other the premises herein before mentioned and intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their rights, members and appurtenances, unto the said *G. B.* his executors, administrators and assigns, from henceforth for and during and unto the full end of the several terms of years in and by the said several recited indentures of lease, or any of them, granted or meant, mentioned and intended to be granted, which are to begin or commence at any time hereafter, or which are already begun or commenced, and are therein yet to come and unexpired. *And* the said Sir *A. D.* for himself, his heirs, executors, administrators and assigns, and every of them, doth covenant, promise and grant, to and with the said *G. B.* his executors, administrators and assigns, by these presents, in manner and form following, (that is to say) That the said several recited indentures of lease at the time of the enfealing and delivery of these presents, for or notwithstanding

standing any act, matter or thing by the said Sir *A. D.* done, or to be done or suffered to the contrary, are good, sure, perfect and indefeasible leases in the law, of and for all and singular the premisses thereby respectively demised, and for and notwithstanding any such act, matter or thing as aforesaid, so shall stand, remain, continue and be unto the said *G. B.* his executors, administrators and assigns, from henceforth for and during the several terms of years thereby respectively granted, and herein now to come and unexpired, under the rents, covenants and conditions therein respectively mentioned or contained; *And* that the said Sir *A. D.* now hath in himself good right, full power, and lawful authority to grant and assign all and singular the premisses herein before mentioned and intended to be hereby granted and assigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said *G. B.* his executors, administrators and assigns, in manner and form aforesaid; *And also*, That the said *G. B.* his executors, administrators and assigns, shall or lawfully may from time to time, and at all times hereafter, during the continuance of the several terms of years in and by the said several recited indentures of lease or any of them granted, or meant, mentioned and intended to be granted, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the premisses herein before mentioned and intended to be hereby granted, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without the lawful let, suit, trouble, denial, eviction, expulsion or interruption of him the said Sir *A. D.* his executors or administrators, or any of them, or any other person or persons whatsoever lawfully claiming or to claim, by, from or under him, them or any of them; *And* that free and clear, and peaceably, clearly and absolutely acquitted, exonerated and discharged, or otherwise by him the said Sir *A. D.* his heirs, executors or administrators, or some of them, well and sufficiently saved, kept harmless and indemnified of and from all and all manner of former and other grants, suits, bargains, sales, leases, assignments, mortgages, surrenders, forfeitures, rents, arrearages of rent, debts, duties, judgments, executions, extents, statutes, rights, titles, estates, charges, troubles and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said Sir *A. D.* or any person or persons lawfully claiming or to claim, by, from or under him; *Except* the several yearly rents, covenants, conditions and agreements in and by the said several recited indentures of lease reserved, mentioned and expressed, which from henceforth, on the tenants or lessees part are and ought to be paid, performed, fulfilled and kept; *And* also except such lease or grant, which the said *M. D.* now hath or pretends to have for the holding of such part of the said capital messuage or teneament, or tavern, as is now in his possession for divers years to come, at, &c. *per ann.* *And likewise*, except one lease made by the said Sir *A. D.* to *E. F.* of, &c. gent. by indenture, bearing date, &c. of so much of the said capital messuage, teneament or tavern, as is now in the possession of the above named *J.* son of the said *E. F.* his under-tenants or assigns, for the term of, &c. from, &c. last past, before the date hereof, under the yearly rent of £100. payable quarterly, which said rents during the continuance of the respective leases or grants, and all other rent and rents issuing out of the premisses, or any part thereof, shall and may from henceforth be

And that the assignor hath power to assign the same.

Covenant for quiet enjoyment.

And that the premisses are free from all incumbrances.

except the rents, &c. in the several recited indentures mentioned.

Except also two other leases of part of the premisses.

Covenant to make farther assurance upon request.

So as such further assurances shall contain no further warranty, &c. than are contained in these presents. Covenant that the assignee save the assignor harmless from all actions, &c. concerning covenants, &c. contained in the several recited indentures of lease.

paid, and payable to the said G. B. his executors, administrators and assigns. *And further*, That he the said Sir A. D. his executors, administrators and assigns, and every other person or persons, having or lawfully claiming any estate or interest, of, in, to or out of the premises herein before mentioned and intended to be hereby granted and assigned, or any part or parcel thereof, by, from or under him, at any time or times hereafter, shall and will upon the reasonable request, and at the proper costs and charges in the law, of the said G. B. his executors, administrators and assigns, make, seal, execute, perform and do, all and every such act and acts, thing and things, devises and conveyances in the law, for the further and more perfect conveying and confirming of all and singular the premises herein before mentioned or intended to be hereby granted and assigned unto the said G. B. his executors, administrators and assigns, for and during the several terms of years, in and by the said several recited indentures of lease, or any of them granted, and therein now to come and unexpired, as by the said G. B. his executors, administrators or assigns, or his or their counsel in the law, shall be reasonably devised, advised or required; So as such further acts or conveyances, or any of them, do not nor shall contain any further or other warranty or covenants for quiet enjoyment, or freeing from incumbrances, than as in these presents is or are contained, and so as the person or persons, that shall be required to make or execute such further acts or conveyances, or any of them, be not nor shall be compelled or compellable to travel, for the doing thereof, from the place of his or their habitation or abode, at the time of such request to be made as aforesaid. *And* the said G. B. for himself, his executors, administrators and assigns, doth hereby covenant, promise and grant, to and with the said Sir A. D. his executors, administrators and assigns, that he the said G. B. his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said Sir A. D. his executors, administrators and assigns, and every of them, and his and their lands and tenements, goods and chattels, of and from all actions, suits, troubles, costs, charges, and demands whatsoever, for, touching or concerning any of the payments, covenants, clauses, articles, provisoes and agreements, mentioned, expressed or contained in the said several recited indentures of lease, or any of them, which from henceforth, on the tenants or lessees part, are or ought to be paid, performed, observed, fulfilled and kept, according to the true intent and meaning of the same indentures. *In witness, &c.*

Assignment of an Indenture of Demise of three several Tenements, made to Trustees in Trust to raise a Daughter's Portion.

Recital of the indenture of demise.

THIS INDENTURE, made, &c. *Between* J. L. of, &c. gent. and *Susannah* his wife, D. B. citizen and skinner of London, and J. M. citizen and haberdasher of London, on the one part, and B. B. of, &c. and R. B. of London, wool-seller, on the other part. *Whereas* by indenture bearing date, &c. made between T. B. of, &c. grocer, (since deceased) on the one part, and the said D. B. and J. M. on the other part, for securing the payment of, &c. the proper money of the said

said S. now the wife of the said J. L. who was then sole, and is therein mentioned by the name of S. W. daughter of S. B. then wife of the said T. B. by her former husband T. W. late citizen and clothworker of London, deceased, unto her the said S. W. at such a time as herein after is mentioned, and for other considerations therein expressed, the said T. B. did grant, bargain, sell, demise and to farm let unto the said D. B. and J. M. All those three messuages, tenements or rentaries then The premisses. or then late in the occupation of R. G. widow, T. L. and E. G. or their or some or one of their assignee or assigns, situate, &c. together with all and singular the yards, gardens, ways, passages, waters, water-courses and appurtenances to the same messuages, and every or any of them belonging or appertaining, or then, or at any time thenceforth, with them or any of them, used, letten, occupied or enjoyed, and the reversion and reversions, remainder and remainders of all and singular the premisses, and all the rents, issues and yearly profits arising, issuing or growing due or payable out of or for the premisses, or any of them, by force of any demise or grant, or demises or grants made of the premisses, or any of them, or otherwise howsoever; To hold unto the said D. B. and J. M. their executors, administrators and assigns, from the day of the date of the same indenture, for the term of five hundred years, under the yearly rent of a pepper-corn, and under a proviso or condition, to be void in case the said T. B. his heirs, executors, administrators or assigns, did and should well and truly pay, or cause to be paid, unto the said D. B. and J. M. their executors, administrators or assigns, to and for the use and behoof of the said S. W. the sum of, &c. of lawful money, either within ten days next after the said S. W. should attain to the age of twenty-one years, or within ten days next after the day of her marriage, which of the said times or cases should first and then next happen; as in and by the said recited indenture, relation being thereunto had, may more fully and at large appear: And whereas the said S. W. did on or about, &c. lawfully intermarry with the said S. L. and did also on, &c. attain unto the full age of twenty-one years, but as yet no part of the said, &c. has been paid to the said S. or to the said D. B. and J. M. or either of them, to or for the use of the said S. whereby the said recited indenture, and the grant and estate thereby made, is become absolute in the law: Now this Indenture witnesseth, That for and in consideration of the sum of, &c. by the direction of the said J. L. and S. his wife, testified by their being made parties hereunto, and their signing and sealing hereof, unto the said D. B. and J. M. to and for the use and behoof of the said S. by the said B. B. at or before the sealing and delivery of these presents, well and truly paid; And also in consideration of five shillings of like money, to the said D. B. and J. M. by the above named R. B. at or before the sealing and delivery thereof, well and truly paid, the receipts of which said several sums of, &c. and five shillings, they the said D. B. and J. M. do hereby acknowledge, and thereof and therefrom they the said D. B. and J. M. and also the said J. L. and S. his wife, do hereby severally and respectively acquit, release and discharge the said B. B. and R. B. their heirs, executors and administrators, and every of them for ever, by these presents, they the said D. B. and J. M. by and with the consent, direction and appointment of the said J. G. and S. his wife, testified as aforesaid, Have, and each of them hath bargained, sold, assigned and set over, and by these presents do, and each of them doth bargain, sell, assign and set over

Habendum to the trustees for five hundred years.

Proviso to be void on payment of a sum of money to a daughter ten days after her day of marriage or age of twenty-one years,

Both which days being past, and the money not paid, the estate became absolute.

Covenant of assignment of all the premisses.

The consideration.

The premises.

Habendum to the assignee for the remainder of the term.

Declaration of the trusts.

Covenant that the premises are free from incumbrances.

unto the said *R. B.* (at the desire and nomination of the said *T. B.* testified by his being made a party hereunto, and his signing and sealing hereof,) as well the said recited indenture of bargain, sale and demise, and the said three messuages, tenements or rentaries, and all and singular other the premises by the said indenture bargained, sold and demised, or meant, mentioned or intended so to be, with their and every of their rights, members and appurtenances; *As also* all the estate, right, title, interest, use, trust, possession, claim and demand whatsoever of them the said *D. B.* and *J. N.* or either of them, of, in, to or out of the same premises, or any part or parcel thereof in any wise howsoever; *To have and to hold* the said recited indenture, and the said messuages, tenements or rentaries, and all and singular the premises herein before mentioned or intended to be hereby bargained, sold or assigned, with their and every of their rights, members and appurtenances, unto the said *R. B.* his executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of five hundred years, by the said recited indenture granted, yet to come and unexpired; *In trust nevertheless* to and for the use and behoof of the said *B. B.* his executors, administrators and assigns, and to and for no other use, intent or purpose whatsoever. *And* the said *D. B.* and *J. M.* for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one for the other, or for the act or deed of the other, do hereby covenant, promise and agree to and with the said *R. B.* and *J. M.* or either of them, have not, nor hath made or done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by reason or means whereof the premises hereby assigned, or intended to be assigned, or any part thereof, is, are, shall or may be impeached, charged or incumbered in title, charge, estate, or otherwise howsoever. *In witness, &c.*

Assignment of two several Indentures of Mortgage, made by a Decree of the High Court of Chancery.

Recital of the decree in chancery.

THIS INDENTURE ADRIPARTITE, made, *Et c.* Between *J. O.* esq. one of the masters of the high court of chancery, of the first part, *R. P.* of London, merchant, of the second part, *H. S.* of, *Et c.* esq. and *A. S.* of the Inner Temple, London, gent. of the third part, and *S. H.* and *H. B.* of London, merchants, of the fourth part. *Whereas* by a decree in the high court of chancery made, *Et c.* in a cause there depending between the said *A. S.* party hereto, (then an infant) by the said *H. S.* party also hereto (his *procurator*) plaintiff, and Sir *G. W. J. C.* the said *R. P.* and one *J. J.* and others defendants. *It was ordered and decreed* (amongst other things) that the said defendants Sir *G. W. J. C.* *R. P.* and *J. J.* (assignees under a commission of bankrupt awarded against Sir *J. S.* and others which said Sir *J. S.* was the father of the said *J. S.* and *A. S.*) should bring before Sir *W. C.* knt. (then one of the masters of the said court) the sum of, *Et c.* mentioned in the said decree to be the said *A. S.* share of the dividends then made by virtue of the said commission, and the securities taken by the said assignees for the same, together with the interest thereof, from the death of the said Sir *J. S.* at the rate of

five pounds *per cent. per ann.* and that the said master should look into the said securities; and if he should approve thereof, then the said money was to continue on the said securities; otherwise he was to call in the same, and to see it placed out again upon government security, and the interest due, or to grow due for the said, *£c.* was to be paid to the said *H. S.* for the maintenance of the said *A. S.* And whereas all matters which had been referred to the said Sir *W. C.* being afterwards by an order of the said court transferred to the said *J. O.* the said Sir *G. W. J. C. R. P.* and *J. J.* produced to and left with the said *J. O.* two bonds, which had been taken in the names of the said Sir *G. W. J. C.* and *J. J.* from *M. P.* and the said *R. P.* for the said, *£c.* payable with interest at, *£c. per cent. per ann.* but the said master being of opinion, the same was not proper to be continued on personal security, the said *R. P.* in pursuance of an order of the said court, dated, *£c.* proposed to the said master, the messuages, tenements, warehouses, wharfs, and other hereditaments herein after mentioned, as a real security for the same, which the said master liked and approved of; And thereupon by indenture *quadripartite*, bearing date on or about, *£c.* made between the said *R. P.* on the first part, *T. W.* of *London*, esq; of the second part, the said *J. O.* of the third part, and the said *H. S.* of the fourth part, reciting to the effect herein before recited, he the said *R. P.* in consideration of the said sum of, *£c.* which he thereby acknowledged to have been received from the said Sir *G. W. J. O.* and *J. J.* before the date of the said indenture, and to be then in his hands; and in consideration that the said *J. O.* had delivered to him the said two bonds given for the same by him and the said *M. P.* as aforesaid to be cancelled, and in consideration of five pounds, paid to him by the said *J. O.* did bargain, sell and demise to the said *J. O.* all that messuage or tenement, and the brewhouses, hophouses, warehouses, stables, and other edifices and buildings thereunto belonging, or therewithal then or thentofore holden, occupied or enjoyed, with all and singular their and every of their appurtenances, And all that key called, *£c.* with the wharfs, tenements, houses, and other things thereupon erected and built, with their appurtenances, situate, *£c.* and which then or then late were in the tenure or occupation of, *£c.* their assignees or assigns, farmers or under-tenants, and all ways, passages, lights, easements, waters, water-courses, profits, commodities, emoluments, hereditaments and appurtenances whatsoever to the said messuages or tenements, brewhouses, hophouses, wharf and key, and other the premises belonging to or in any wise appertaining, or accepted, reputed, taken or known to be part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; To hold to the said *J. O.* his executors, administrators and assigns, from thenceforth for the term of five hundred years then next ensuing, at the yearly rent of a pepper-corn; Under a proviso nevertheless in the said deed contained, that if the said *R. P.* his heirs or assigns, should pay to the said *J. O.* his executors, administrators or assigns, the said sum of, *£c.* on, *£c.* then next following, to be applied or disposed of according to the direction of the said recorded decree, or the said subsequent order of, *£c.* and also pay to the said *H. S.* or in case of his death to such other person as should be appointed or admitted by the court as *prochein amy* to the said *A. S.* the sum of, *£c.* on, *£c.* then next following, (being the interest of the said

By which the master was ordered to inspect the securities, and if he disliked them to call in the money, and place it out again on government security.

But being personal securities, the master disliked the same. Upon which several tenements were mortgaged for security to the said master.

The premises.

Habendum for the term of 500 years at a pepper-corn rent. Proviso to be void on payment of the money.

Recital of a former mortgage of the premises.

Habendum for 500 years; under a proviso to be void on payment of the money, which not being paid accordingly, the remainder of the term became vested in the present assignors, in trust for the first mortgagor, and as an estate to attend the inheritance, for the use of an infant, who having attained the age of 21 years, the court of chancery ordered the principal money to be paid to him, and that the master should assign over the mortgage for that purpose.

said sum of, £c.) for or towards the maintenance of the said A. S. then the said indenture, and every thing therein contained should be void and of no effect. *And* afterwards in the said indenture it is further recited, that by indenture of demise or mortgage, bearing date, £c. made between W. J. gent. and J. J. his son and heir apparent of the one part, and G. F. gent. of the other part, they the said W. J. and J. J. (for the considerations therein mentioned) did demise to the said G. F. his executors, administrators and assigns, the said messuage or tenement, brewhouses, hophouses, warehouses, wharf or key, and all and singular other the premises by the said *quadripartite* indenture demised to the said J. O. with their appurtenances; *To hold* for the term of five hundred years from the day next before the day of the date of the said now recited indenture, at the yearly rent of a pepper-corn, under a proviso to be void on payment of the sum of, £c. by the said W. J. or J. J. their heirs or assigns, to the said G. F. his executors, administrators or assigns, at the time and place therein mentioned, which said money not being paid according to the limitation of the said proviso, and the remainder of the said last mentioned term of five hundred years, being by several mesne assignments and conveyances in the law then become vested in the said J. W. *In trust* nevertheless for the said R. P. his heirs and assigns, as an estate only to attend the reversion and inheritance of the said mortgaged premises, which the said R. P. had purchased to him and his heirs, he the said J. W. by the direction of the said R. P. for the better securing the payment of the said several sums of, £c. to the said J. O. and H. S. did by the said *quadripartite* indenture assign and transfer to the said H. S. his executors, administrators and assigns, the said recited indenture of demise or mortgage, made by the said W. J. and J. J. to the said G. F. and the premises thereby granted, for all the then residue of the said last mentioned term of five hundred years, under a proviso nevertheless to be void on payment of the said several sums of, £c. by the said R. P. his heirs and assigns, according to the proviso in the said *quadripartite* indenture first above contained, as in and by the said *quadripartite* indenture, relation being thereunto had, may more fully and at large appear. *And whereas* the said A. S. attained to the age of twenty-one years, on or about, £c. and by order of the said high court of chancery, made in the said cause on or about, £c. it was ordered, that the said sum of, £c. principal money and the interest due for the same, should be paid to the said A. S. and that the said master should assign over the mortgage, for that purpose to the said A. S. unless the said R. P. should pay the said principal money and interest to the said R. S. and that upon his making such payment, the said mortgaged premises should be conveyed to the said R. P. or to whom he should appoint: *Now this Indenture witnesseth*, That for and in consideration of the sum of, £c. of lawful money of Great-Britain, by the said R. P. to the said A. S. in hand, at or before the sealing and delivery of these presents, well and truly paid pursuant to the said last mentioned order, by and with the consent and approbation of the said H. S. and J. O. respectively testified by their being parties, and their signing and sealing to these presents, in full satisfaction and discharge of all principal and interest monies due from the said R. P. his heirs, executors, administrators or assigns for ever, by these presents, and also in consideration of five pounds of like money to each of them the said J. O.

J. O. and A. S. by the above named S. H. in hand also at or before the sealing and delivery of these presents paid, the several receipts whereof are hereby acknowledged, he the said J. O. in obedience to the said last mentioned order, and by and with the consent, direction and appointment of the said A. S. testified in manner as aforesaid; *And also* the said A. S. *Have*, and each of them *Have* bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth at the nomination, and by the direction of the said R. P. testified also by his being a party, and his signing and sealing of these presents) fully and absolutely bargain, sell, assign, transfer and set over unto the said S. H. the said recited *quadripartite* indenture of demise or mortgage, and the said messuages or tenements, brewhouses, hophouses, warehouses, stables, wharf and key, and all and singular other the premises therein or thereby demised, or meant, mentioned and intended to be demised, with their and every of their rights, members and appurtenances; *And also* all the estate, right, title, interest, term of years yet to come and unexpired, use, trust, property, claim and demand whatsoever of them the said J. O. and A. S. or either of them, of, in, to or out of the said premises, or any part or parcel thereof, in any wise howsoever; *To have and to hold* the said messuage or tenement, brewhouses, hophouses, and all and singular other the premises mentioned or intended to be hereby assigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said S. H. his executors, administrators and assigns, from henceforth for and during all the rest, residue and remainder of the said term of five hundred years, in, and by the said recited *quadripartite* indenture granted by the said R. P. to the said J. O. yet to come and unexpired; *In trust nevertheless* to and for the use and benefit of the said R. P. his heirs and assigns, and to attend and wait upon the reversion and inheritance of the said premises, which is now vested in him the said R. P. and to or for no other use, intent, or purpose whatsoever. *And this Indenture further witnesseth*, That for the consideration aforesaid, and also in consideration of five shillings of like lawful money by the above-named H. B. to the said H. S. in hand at or before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, he the said H. S. at the request, and by the direction of the said A. S. and with the consent and approbation of the said J. O. respectively testified as aforesaid, by their being parties, and their signing and sealing to these presents, doth by these presents, (at the nomination and by the appointment of the said R. P. testified in manner as aforesaid,) assign, transfer and set over to the said H. B. the said recited *quadripartite* indenture, and all and singular the premises, with their appurtenances therein or thereby assigned, or meant, mentioned or intended to be assigned by the above-named T. W. to him the said H. S. and all the estate, right, title, interest, claim and demand whatsoever of him the said H. S. of, in, to or out of the same premises, every or any part thereof, in any wise howsoever; *To have and to hold* all and singular the premises herein last above-mentioned, or intended to be hereby assigned, with their and every of their appurtenances unto the said H. B. his executors, administrators and assigns, from henceforth, for and during all the residue and remainder of the above-mentioned term of five hundred years, assigned by the said recited *quadripartite* indenture by the said T. W. to the said H. S. yet to come and unexpired; *In trust nevertheless* for the said R. P. his heirs and

Covenant of assignment of the said mortgages in pursuance of the said decree.
The consideration.

Habendum for the remainder of the term of 500 years.

In trust, and to attend upon the reversion.

Covenant of assignment by another of the parties.

Habendum for the residue of the term.

In trust and to wait upon and

the inheritance.
Covenant
that the pre-
misses are
free from in-
cumbrances.

Another like
covenant.

and assigns, and to attend and wait upon the reversion and inheritance of the said assigned premises now vested in the said *R. P.* as aforesaid. *And* the said *H. S.* and *A. S.* for themselves, severally and respectively, and for their several and respective heirs, executors and administrators, and not jointly, nor the one for the other of them, nor for the heirs, executors or administrators, or the acts, deeds or defaults of the other of them, do respectively covenant, promise and grant to and with the said *H. B.* his executors, administrators and assigns, by these presents, that they the said *H. S.* and *A. S.* or either of them, have not, nor hath at any time or times heretofore made, done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by reason or means whereof the said hereby assigned premises, or any part or parcel thereof, is, are, shall or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever. *And* the said *J. O.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree to and with the said *S. H.* his executors, administrators and assigns, by these presents, that he the said *J. O.* hath not at any time or times heretofore made, done, committed, or wittingly or willingly suffered, any act, matter or thing whatsoever, whereby or by reason or means whereof the said hereby assigned premises, or any part or parcel thereof, is, are, shall or may be impeached, charged or incumbered in title, charge, estate, or otherwise howsoever. *In Witness, &c.*

Assignment of an Assignment of a Lease for years, of Ground to be built upon.

Recital of the
lease.

Consideration
of laying out a
sum of money
to build, &c.

Habendum for
a term of
ears.

Recital of the
first assign-
ment.

THIS INDENTURE made, &c. *Between J. B.* of, &c. brewer, of the one part, and *N. S.* of, &c. esq; of the other part: *Whereas* by indenture of lease, bearing date, &c. made or mentioned to be made between Sir *W. P.* knt. of the one part, and *J. H.* citizen and clothworker of *London*, on the other part; in consideration that the said *J. H.* his executors or administrators, should and would, within one year then next following, disburse, pay and bestow the sum of, &c. in repairing and rebuilding two or more substantial houses on a parcel of ground, lying, &c. being the inheritance of the said Sir *W. P.* measuring on the North side, which fronts, &c. and on the South side, &c. upon which said ground then or then late stood houses in the possession of the assignee or assigns, under-tenant or under-tenants of, &c. deceased, and for other considerations therein mentioned, he the said Sir *W. P.* did demise, grant, and to farm let unto the said *J. H.* all that said parcel of ground to be repaired or re-built as aforesaid, with a convenient cellar, shop, two or three stories of chambers, and a garret to each house, so to be repaired and re-built as aforesaid; *To hold* to the said *J. H.* his executors, administrators and assigns, from the feast of, &c. which was in the year, &c. for the term of, &c. at the yearly rent of, &c. payable quarterly, as in and by the said recited indenture of lease, relation being thereunto had, may more fully appear: *And whereas* by indenture of assignment bearing date, &c. made or mentioned to be made between the said *J. H.* on the one part, and the said *J. B.* on the other part, reciting the said indenture of lease herein before recited, he the said *J. H.* for the considerations therein mentioned, did

did grant, bargain, sell, assign and set over unto the said J. B. his executors, administrators and assigns, the said recited indenture of lease, and the said parcel of ground, messuages or tenements, and premisses thereby demised, and every part and parcel thereof, with their and every of their appurtenances ; *To hold* to the said J. B. his executors, administrators and assigns, from thenceforth for and during all the rest and residue of the said term of, &c. by the said indenture of lease granted, then to come and unexpired, as by the said indenture of assignment, relation being thereunto had, may more fully appear : *And whereas* the said J. H. before the making of the said recited assignment, had, pursuant to the said recited indenture of lease, at his own proper costs and charges, laid out and expended the above-mentioned sum of, &c. and upwards, in the repairing or new building of the messuages or tenements upon the ground, demised by the said indenture of lease, one of which messuages is called or known by the name or sign of, &c. and is now in the possession of, &c. and the other, &c. *Now this Indenture witnesseth*, That for and in consideration of the sum of, &c. of lawful money of, &c. to the said J. B. in hand well and truly paid by the said N. S. at or before the sealing and delivery of these presents, the receipt whereof the said J. B. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, release and discharge the said N. S. his executors, administrators and assigns, for ever by these presents, he the said J. B. *Hath* granted, bargained, sold, assigned, transferred and set over, and by these presents doth fully and absolutely, grant, bargain, sell, assign, transfer and set over unto the said N. S. his executors, administrators and assigns, the said recited indenture of lease, and the said piece or parcel of ground, messuages or tenements, and premisses thereby demised, and every part and parcel thereof, with their and every of their appurtenances, and all such new erections and buildings as have been erected or built upon the said demised premisses, by or at the charge of the said J. H. and all the estate, right, title, interest, term of years, property, profit, benefit, claim and demand whatsoever, either in law or equity, or otherwise howsoever, of him the said J. B. of, in, to or out of the same premisses, every or any part or parcel thereof, together also with the said recited indenture of assignment, and all other deeds, evidences and writings touching or concerning the premisses, or any part thereof, now in the custody or power of the said J. B. or which he can or may come by without suit in law ; *To have and to hold* the said recited indenture of lease, and the said piece or parcel of ground, messuages or tenements, and premisses thereby demised, and every part and parcel thereof, with their and every of their appurtenances, unto the said N. S. his executors, administrators or assigns, from henceforth for and during all the rest and residue of the said term of, &c. by the said indenture of lease granted, yet to come and unexpired, under the rent and covenants in and by the said recited indenture of lease reserved and contained, which from henceforth on the lessee's part and behalf are or ought to be paid, kept and performed : *And* the said J. B. for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said N. S. his executors, administrators and assigns, by these presents, in manner and form following ; (that is to say,) that the said recited indenture of lease, at the

Habendum for the residue of the term.

Recital that the lessee had built, &c. according to the covenant in his lease.

Covenant of assignment by the assignee of the indenture of lease, and of the piece of ground, buildings, &c.

Habendum for the residue of the term under the covenants contained in the indenture of lease.

Covenant that the said indenture of lease is not forfeited nor surrendered, &c.

time

And that the assignor hath full power to assign, &c.

Covenant for quiet enjoyment of the residue of the term.

And that the premises are free from all incumbrances,

time of the sealing and delivery of these presents, is a good, true, indefeasible lease, and valid in the law, (a) of and for the premises thereby demised, and is not forfeited, surrendered or become void or voidable: And that the said J. B. now hath in him good right, full power, true title, and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over the same, and the premises thereby demised unto the said N. S. his executors, administrators and assigns, in manner and form aforesaid; And that he the said N. S. his executors, administrators and assigns, shall or lawfully may from time to time and at all times hereafter, for and during all the residue and remainder of the said term of, &c. by the said recited indenture of lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy the said piece or parcel of ground, messuages or tenements, and premises, hereby assigned or mentioned or intended to be assigned as aforesaid, and every part and parcel thereof, with their and every of their appurtenances, and receive, take and keep the rents, issues and profits thereof, to his and their own proper use and behoof, without any let, suit, trouble, denial, eviction, ejection or interruption, of or by him the said J. B. or the said J. H. or either of them, their or either of their executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim by, from or under him, them or either of them; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said J. B. his heirs, executors or assigns, well and sufficiently saved, kept harmless and indemnified of and from all and all manner of former and all other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, forfeitures, re-entries, rents, arrears of rent, judgments, executions, extents, statutes, recognizances; and of and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, done, or wittingly or willingly suffered by the said J. B. and J. H. or either of them,

(a) It seems that an action would lie upon this covenant, if there should be any defect in the lease, although that defect arose by the act of the lessor, or those claiming under him, and not of the assignor, in which respect it materially differs from the covenant. *Supra. fol. 757.* that the lease assigned is good in the law, notwithstanding any act, matter or thing, &c. done by the assignor. *Vid. Sid. 328. 1 Saund. 51. 2 Keb. 201.* And it appears to me, that unless the assignee has an opportunity of investigating the title of the original lessor, so as thereby to satisfy himself respecting his right to demise, the assignee is entitled to have the covenants in this form; as otherwise the lease assigned, may be defeated in part or altogether, by the lessor, &c. and the assignee be left without any remedy against the assignor, who, as receiving the consideration for the assignment, ought to be liable for any defect in the thing assigned. This is evident from the case of *Brough-ton and Conway, Dyer 248. a. pl. 43.* wherein it was determined that if a lessee grant and assign all the land contained in his lease to A., and covenant with him, that he hath not done any act or thing, by which the grant or assignment may be impaired, but that the assignee, his executors, &c. may enjoy it against all persons: If before this time the wife of the lessor had recovered, and had execution of a third part of the land for her dower, this would be no breach of the covenant. But if the assignee has access to the original title, he may thereby satisfy himself as to the lessor's title to demise, and if that be defective, as in this case it must have been, he may either object to the lease as bad, or accept it together with the covenants that guard it, without requiring any security from the assignor, except against his own acts, &c.

them, their or either of their executors, administrators or assigns, or any of them, or by or with their or any of their privity, consent or procurement, (the yearly rent and covenants, in and by the said recited indenture of lease reserved and contained, which from henceforth on the lessor's part are or ought to be paid, kept and performed, only excepted.) *And further*, That he the said J. B. his executors, administrators, and all and every other person or persons lawfully claiming or to claim the premisses, or any part thereof, by, from or under him or the said J. H. shall and will from time to time, and at all times hereafter during the remainder of the said term of, &c. at the request, costs and charges in the law, of the said N. S. his executors, administrators and assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, devises, conveyances, assignments and assurances in the law whatsoever, for the further, better and more perfect and absolute conveying, assigning and assuring the said hereby assigned premisses unto the said N. S. his executors administrators and assigns, for all the residue and remainder of the said term, which shall be then to come and unexpired, as by the said N. S. his executors, administrators and assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required: *And* the said N. S. for himself, his executors, and administrators, doth covenant, promise and agree to and with the said J. B. his executors, administrators and assigns, that he the said N. S. his executors, administrators and assigns from time to time, and at all times hereafter during the remainder of the said term, shall and will pay and discharge the said yearly rent of, &c. by the said recited indenture of lease reserved; and also well and truly perform and keep all and every the covenants therein contained on the lessor's part and behalf from henceforth to be kept and performed, and shall and will from time to time, and at all times hereafter save, defend, keep harmless and indemnified the said J. B. his executors and administrators, of and from all costs, charges, suits, damages and expences whatsoever, which he or they shall or may pay, bear and sustain, for or by reason of the non-payment of the said rent, or the non-performance of the said covenants, or any of them. *In witness, &c.*

except the rent and covenants in the said recited indenture of lease.

Covenant to make such further assurance as the assignee, &c. shall desire.

Covenant that the assignee will pay the said rent, perform the covenants, &c. and save harmless the assignor, &c.

Assignment, by an Administratrix and a Trustee, of two Indentures of Lease granted by the late Queen Dowager.

THIS INDENTURE, made, &c. *Between* E. B. of, &c. widow, relict and administratrix of W. B. late of, &c. deceased, and R. B. of, &c. gent. on the one part; and J. S. of, &c. maltster, on the other part: *Whereas* by indenture of lease bearing date, &c. in the thirtieth year of the reign of our late sovereign lord king Charles the second, made or mentioned to be made between the most high and excellent princess Katherine, by the grace of God, of, &c. queen, and the right honourable D. lord H. high steward to the said queen's majesty, P. earl of C. W. viscount B. chancellor and keeper of the great seal to the said queen's majesty, H. earl of C. J. H. esq; treasurer and receiver general to the said queen's majesty, and W. M. esq; lord chief baron of his majesty's court of exchequer, of the one part, and G. B. of,

Recital of one of the indentures of lease.

The *habendum*.

Recital of the assignment of the said lease.

The *habendum*.

In trust for an infant.

Recital of the other indenture of lease.

Covenant of assignment of all the premises.
The considerations.

B. of, Esq; deceased, of the other part; the said most excellent princess queen Katherine, and the said D. lord H. P. earl of C. W. viscount B. H. earl of C. J. H. and W. P. for the considerations therein mentioned, did lease, set and to farm let unto the said G. B. all that close, with the appurtenances, called, Esq. situate Esq. then late in the tenure of W. W. or his assigns, (except as therein is excepted;)

To hold the said close, with all and singular the appurtenances, (except as therein before is excepted unto the said G. B. his executors, administrators and assigns, from, Esq. unto the full end and term of, Esq. from thence next ensuing, and fully to be compleat and ended, under the yearly rent of, Esq. payable half yearly, as in and by the said recited indenture of lease, relation being thereunto had, may more fully and at large appear: And whereas by indenture of assignment bearing date, Esq. made or mentioned to be made between the said G. B. and the said W. B. deceased, by the name of W. B. son of the said G. B. of the one part, and the said R. B. of the other part, therein (amongst other things) reciting the said indenture of lease herein before recited, he the said G. B. for the considerations therein mentioned, did assign and let over unto the said R. B. all and singular letters patents whatsoever, whereby he then had, or claimed any title to the premises, or any part thereof, and all his estate, right, title and interest, of, in or to the same, or any part thereof; To hold to the said R. B. his executors, administrators and assigns, for and during all the rest and residue of the said term, by the said indenture of lease granted, then to come and unexpired:

In Trust nevertheless to the intent and purpose, that after the discharging and performing of several trusts therein particularly mentioned, which have been long since discharged and performed, the residue of the rents and profits of the premises, and of the said term, should be and remain in trust for the said W. B. his executors and assigns, and to and for no other trust or trusts whatsoever, as by the said indenture of assignment, relation being thereunto had, may more fully and at large appear: And whereas by one other indenture of lease, bearing date, Esq. made or mentioned to be made between the said most excellent princess queen Katherine, and the right honourable P. earl of C. H. earl of C. treasurer and receiver general to the said queen's majesty, and the honourable W. M. esq; lord chief baron of his majesty's court of exchequer, of the one part, and the said W. B. deceased, of the other part; the said most excellent princess queen Katherine, and the said P. earl of C. H. earl of C. and W. M. for the considerations therein mentioned, did lease, set and to farm let unto the said W. B. (amongst other things) all that the aforesaid close, called, Esq. with the appurtenances, situate, Esq. (except as therein is excepted;)

To hold to him the said W. B. his executors, administrators and assigns, from, Esq. for the term of, Esq. under the like yearly rent of, Esq. payable, Esq. as by the said last recited indenture of lease, relation also being thereunto had, may more fully and at large appear: Now this Indenture witnesseth, that as well for and in consideration of the sum of, Esq. of lawful, Esq. to the said E. B. in hand, at or before the sealing and delivery of these presents, by the said J. S. well and truly paid, the receipt whereof the the said E. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said J. S. his heirs, executors and administrators for ever, by these presents, as for and in consideration of the further sum of five shillings of like lawful money to the

the said *R. B.* in hand, at or before the sealing and delivery of these presents, by the said *J. H.* likewise paid, the receipt whereof is hereby acknowledged, she the said *E. B.* and the said *R. B.* by and with the consent, direction and appointment of the said *E. B.* (testified by her being made a party to these presents, and sealing and delivery thereof, and in full discharge of the trust reposed in the said *R. B.* by the said recited indenture of assignment,) *Have* bargained, sold, assigned, transferred and set over, and by these presents do, and each of them doth bargain, sell, assign, transfer, and set over, unto the said *J. S.* all that the said close or closes called, *Ec.* with all and singular the appurtenances, by the said two recited indentures of lease, or either of them, demised or granted, and every part and parcel thereof, (except as in the said recited indentures of lease is excepted) and also all the estate, right, title, interest, term and terms of years which were to come and unexpired at the feast of, *Ec.* now last past, property, profit, use, trust, benefit, claim and demand whatsoever, of her the said *E. B.* and the said *R. B.* or either of them, either in law or equity, of, in or to the premises, or any part or parcel thereof, together also with the said two recited indentures of lease and indenture of assignment, and all other deeds and writings touching or concerning the premises, now in the custody of the said *E. B.* or which she can come by without suit in law: *To have and to hold* the said close or closes, and all and singular other the premises herein before mentioned or intended to be hereby bargained, sold, assigned and set over, with their and every of their rights, members and appurtenances, unto the said *J. S.* his executors, administrators and assigns, from the said feast-day of the annunciation of the blessed virgin *Mary* last past before the date hereof, for and during and unto the full end of the several terms of years in and by the said two recited indentures of lease respectively granted, which were then or are yet to come and unexpired: *And* the said *R. B.* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *J. S.* his executors, administrators and assigns, by these presents, that he the said *R. B.* hath not made, done, committed, or unwittingly or willingly suffered any act, matter or thing whereby or by means whereof the said first recited indentures of lease and premises hereby demised, or any part or parcel thereof, are, shall or may be impeached, charged or incumbered in title, charge, estate, or otherwise: *And* the said *E. B.* for herself, her heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said *J. S.* his executors, administrators and assigns, by these presents, in manner and form following; (that is to say,) that the said two recited indentures of lease upon the said feast-day of the, *Ec.* now last past, and at the time of the enfealing and delivery of these presents, (for and notwithstanding any act, matter or thing, by the said *E. B.* or the said *G. B.* or *W. B.* deceased, or the said *R. B.* or any of them had, made, done, or suffered, or to be had, made, done or suffered to the contrary,) are good, sure, perfect and infeasible leases in the law of and for all and singular the premises hereby demised, and hereby assigned and set over, or intended to be assigned and set over, and shall so remain, continue and be unto the said *J. S.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the several terms of years thereby respectively granted, yet to come and unexpired, *Under* the yearly rents,

Habendum
from a day
past for the
residue of the
term.

Covenant on
the trustee's
part that he
hath not any
ways incum-
bered the pre-
mises.

Covenant
that the said
indentures of
lease are good
leases in the
law;

cove-

and that the assignors have power to assign, &c.

Covenant that the assignee shall quietly enjoy the premises;

and that they are free and clear from all former incumbrances.

Covenant that the assignee shall save the assignor harmless from the payments, covenants, &c. in the said recited indentures of lease contained.

covenants and conditions therein respectively mentioned or contained: *And* that the said *E. B.* and the said *R. B.* or one of them, have or hath in him, her or themselves, full power, good right and lawful authority to bargain, sell and assign, all and singular the premises herein before mentioned or intended to be hereby bargained, sold and assigned, and every part and parcel thereof, with their and every of their appurtenances, unto the said *J. S.* his executors, administrators and assigns, in manner and form aforesaid: *And also* that the said *J. S.* shall or lawfully may from time to time, and at all times hereafter during the continuance of the several terms of years in and by the said two recited indentures of lease or either of them granted, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the premises herein before mentioned, or intended to be hereby bargained, sold and assigned, and every part and parcel thereof, with the appurtenances, without the lawful let, suit, trouble, denial, disturbance, eviction, expulsion or interruption of her the said *E. B.* her executors, or administrators or any of them, or any other person or persons whomsoever, lawfully claiming or to claim, by, from or under her, or by, from or under the said *G. B.* and *W. B.* deceased, or the said *R. B.* or any of them; *And* that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by her the said *E. B.* her heirs, executors and administrators, or some of them, well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, forfeitures, rents, arrearages of rents, debts to the king, taxes, duties, judgments, executions, extents, statutes, rights, titles, estates, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said *E. B.* or the said *G. B.* and *W. B.* deceased, or any of them, or any other person or persons lawfully claiming or to claim, by, from or under her, them or any of them; the rents, covenants, conditions and agreements, in and by the said recited indentures of lease reserved, mentioned and expressed, which from the said feast-day of, &c. now last past, on the tenant's or lessee's part and behalf, are and ought to be paid, performed, fulfilled and kept, only excepted and foreprized: *And* the said *J. S.* for himself, his executors, administrators and assigns, doth hereby covenant, promise and grant to and with the said *E. B.* her executors and administrators, that he the said *J. S.* his executors, administrators and assigns, or some of them, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, the said *E. B.* her executors, administrators and assigns, and every of them, and her and their lands and tenements, goods and chattels, of and from all actions, suits, troubles, costs, charges and damages whatsoever, for, touching or concerning any of the payments, covenants, clauses, articles, provisions and agreements, mentioned, expressed or contained in the said two several recited indentures of lease, or either of them, for or in respect of the said close or closes hereby assigned and set over, or any part thereof, which from and after the said feast-day of, &c. now last past, on the tenant's or lessee's part, are or ought to be paid, performed, observed, fulfilled and kept, according to the true intent and meaning of the same indentures. *In witness, &c.*

Assignments

* *Assignment of two Leases from the Bishop of ———, for three Lives, two to Purchasers by Auction, as Tenants in common.*

THIS INDENTURE, made the 29th day of *February*, and in the twenty-fifth year of the reign of our sovereign lord *George* the third, by the grace of *God* of *Great-Britain, France and Ireland*, king, defender of the faith, &c. and in the year of our Lord, 1785, Between *A. B.* of the parish of *St. Mary, Islington*, in the county of *Middlesex*, esq. of the one part; and *T. M.* of the *Middle Temple*, *London*, gent. and *W. L.* of the parish of *St. Margaret, Westminster*, in the said county of *Middlesex*, gent. of the other part: *Whereas* by Recital of indenture of lease, bearing date the 21st day of this present month of *February*, the right rev. father in God *C. D.* lord bishop of ———, lease from bishop. for the considerations therein mentioned, demised unto the said *A. B.* all those messuages or dwelling houses, with their several and respective appurtenances, situate, standing and being in a place called ———, in the parish of ———, in the county of ———, abutting, &c. together with all sinks, yards, gardens, gutters, cellars, follars, easements, passages, commodities, advantages and appurtenances to the said messuages or tenements severally and respectively belonging or in any wise appertaining; the length, breadth, contents and dimensions of which said demised premises are particularly mentioned and described in the plan thereto annexed; *To hold* unto the said *A. B.* his heirs and assigns, from the day of the date thereof, for and during the natural lives of him the said *A. B.* therein mentioned to be aged forty years or thereabouts, *C. D.* of the parish of ———, in the county of ———, gent. therein mentioned to be aged fifty years or thereabouts, and *W. L.* of ——— street, in the parish of ———, gent. (party hereto) therein mentioned to be aged twenty-two years or thereabouts, and for and during the life of the longest liver of them; *Yielding* and paying yearly during the natural lives of them the said *A. B. C. D.* and *W. L.* and the life of the longest liver of them, unto the said ——— lord bishop of ———, and his successors, the rent or sum of 20*l.* of good and lawful money of *Great Britain*, by four equal quarterly payments, as therein is mentioned, subject to a proviso, that if the said yearly rent of 20*l.* or any part thereof, should be unpaid by the space of forty days after any of the days on which the same ought to be paid as aforesaid, (being lawfully demanded,) then it might be lawful for the said lord bishop of ———, or his successors, into the premises thereby demised, and every part and parcel thereof, to re-enter, and the same to have again, repossess and enjoy, as in his or their first or former estate, any thing contained to the contrary thereof notwithstanding, and subject to such other covenants and clauses as are therein expressed: *And whereas*, by one other indenture of lease, bearing date the said 21st day of this month of *January*, the said lord bishop of ———, for the covenants therein mentioned, demised unto the said *A. B.* All those three messuages or tenements, situate, standing and being in a place called ———, near unto ——— street, in the parish of ———, in the county of ———, then late in the tenure of *R. R.* and then in the tenure of the said *W. W.* together with all sheds, yards, gardens, ways, water-courses, passages, lights, easements, Recital of another bishop's lease.

ments, commodities and appurtenances whatsoever, to the said tenement belonging, or in any wise appertaining; which said tenement abutteth North partly upon stables belonging to ———, and partly upon ground belong to a tenant, in the tenure of the said ———, West upon a yard belonging to ———, and a cross passage in ———, and on the East and South upon tenements and ground in the tenure of the said ———, and the said two tenements do contain in length from North to South forty feet of assize, little more or less, and in breadth from East to West twenty-eight feet; and the yards before the said tenements, and a shed thereupon erected, extend Northward from the North-west corner of one the said tenements 19 feet and 8 inches, and do contain the other dimensions particularly specified and described in and by the plan thereunto annexed, *To hold* unto the said *A. B.* his heirs and assigns, from the day of the date thereof, for and during the natural lives of the said *A. B. C. D.* and *W. L.* and for and during the life of the longest liver of them, paying yearly during the natural lives of them the said *A. B. C. D.* and *W. L.* and the life of the longest liver of them, to the said lord bishop of ———, and his successors, bishops of ———, the yearly rent of 15*l.* 6*s.* 9*d.* of good and lawful money of *Great-Britain*, by four equal quarterly payments, and clear of all taxes and deductions whatsoever, as therein is mentioned, the first payment thereof to begin and be made on the feast day of ———, then next ensuing, subject to a proviso, that if the said yearly rent of 15*l.* 6*s.* 9*d.* or any part thereof, should be unpaid by the space of twenty-one days, after any of the said days on which the same ought to be paid as aforesaid, (being lawfully demanded,) then it might be lawful for the said ———, lord bishop of ———, or his successors, into the said premises thereby demised to re-enter, and the same to have again, re-possess and enjoy as in his and their former estate, any thing therein contained to the contrary thereof notwithstanding: *And Subject* to such other covenants and clauses as are therein expressed, and the said ———, lord bishop of ———, in and by the said several indentures of lease, for himself and his successors, therein covenanted and agreed to and with the said *A. B.* his heirs and assigns, that he the said *A. B.* should, under the rent and covenants therein respectively reserved and mentioned, peaceably and quietly enjoy the said premises thereby respectively demised, with the appurtenances, without the lawful let, trouble or interruption of the said ———, lord bishop of ———, or his successors; and the said lord bishop of ———, *Did*, in and by each of the said several indentures of lease, make, ordain, constitute and in his place put *W. W.* gent. and *K. K.* gent. therein named, his attornies, jointly and severally to enter upon the said several demised premises, and take possession and seisin thereof respectively for his use, and after such possession and seisin so had and taken, to deliver full possession and seisin of the same to the said *A. B.* or to his certain attorney lawfully appointed, according to the true intents and meaning of the said indenture: *And whereas*, by a memorandum indorsed on each of the said recited indentures of lease, bearing date respectively the 21st day of the said month of *January*, *W. W.* one of the attornies therein named; did enter into and take possession and seisin of part of the several thereby demised premises in the name of the whole, for and in the name of the said ———, lord bishop of ———, and after such possession and seisin so had and taken, the like possession and seisin afterwards

afterwards on the same day did give and deliver unto the said *A. B.*
To hold to the said *A. B.* his heirs and assigns, according to the purport,
 true intent and meaning of the said several recited indentures of lease
 in the presence of *R. R.* and *S. S.* therein named, as by the said several
 recited indentures of lease and memorandums thereon respectively in-
 dorsed, relation being thereunto respectively had, may more fully ap-
 pear: *And whereas* the said *A. B.* on the third day of *July* last past,
 caused all and singular the said before mentioned premisses, to be sold
 and disposed of by *R. T.* at public auction, to the highest bidder, and
 the same were accordingly sold to the said *T. M.* (party hereto.) as the
 highest bidder, at the sum of 2000*l.* who being declared the purchaser
 thereof at that sum accordingly, caused the sum of 300*l.* to be paid
 the same day to the said *R. T.* as the deposit money on the said pur-
 chase: *And whereas* the said *T. M.* doth hereby declare that the pur-
 chase made by him as aforesaid, was so made for and on behalf of
 himself and the said *W. L.* mutually for their equal benefit and account,
 as tenants in common, *Now this Indenture witnesseth*, and the said *A. B.*
Doth hereby ratify and confirm the said sale as just, and doth accept of
 the payment of the before mentioned sum of 300*l.* in part satisfaction
 of the said purchase money of 2000*l.* and in consideration of the said
 payment of 300*l.* as aforesaid, and of the further sum of 900*l.* of law-
 ful money of *Great Britain*, by him the said *T. M.* and the further sum
 of 800*l.* of like lawful money by him the said *W. L.* respectively in
 hand paid to the said *A. B.* at or immediately before the signing and
 sealing of these presents, which said sum of 300*l.* so paid to the said
R. T. and the said sums of 900*l.* and 800*l.* so respectively paid as
 aforesaid, makes together the full sum of 3000*l.* the payment and re-
 ceipt of which said sums of 300*l.* 900*l.* and 800*l.* in manner as afore-
 said, the said *A. B.* doth hereby acknowledge and accept in full of the
 consideration money for the sale of the said premisses, and thereof, and of
 every part thereof *Doth* hereby acquit, release and discharge the said
T. M. and *W. L.* their and each of their executors and administrators,
 respectively by these presents he the said *A. B.* *Has* granted, bargained,
 sold, assigned and set over unto them the said *T. M.* and *W. L.* *All* those
 the said several messuages or tenements, together with all links, yards,
 gardens, gutters, way-draughts, easements, passages, commodities and
 advantages whatsoever, thereto severally and respectively belonging or
 in any wise appertaining, and all and singular other premisses comprised
 in the said two several herein before recited indentures of lease respec-
 tively, and therein mentioned, to be thereby demised by the said
 ———, lord bishop of ———, to the said *A. B.* her heirs and assigns,
 with their and every of their appurtenances, and all the estate, right,
 title, interest, property, claim and demand whatsoever, both at law
 and in equity of him the said *A. B.* of, in and to the said premisses, or
 of, into, or out of any part or parcel thereof, together with the said
 two several in part recited indentures of lease, and all benefit and ad-
 vantage thetEOF; *To have and to hold* all and singular the said messuages
 or tenements herein before mentioned, and intended to be hereby bar-
 gained, sold and assigned, and every part and parcel thereof, with their
 and every of their appurtenances, unto the said *T. M.* and *W. L.* their
 heirs and assigns, equally between them as tenants in common, and not
 as joint-tenants, from henceforth, for and during the natural lives of
 the said *A. B.* *C. D.* and *W. L.* and the life of the longest liver of
 them,

Recital that
the said two
several leases
were sold by
auction:

and that the
purchaser
purchased for
himself and
another.

Ratification of
the purchase by
the vendor.
Consideration,

General words;

Habendum;

Covenant that the said indentures of lease are good leases in the law.

And that the assignors have power to assign.

And that the assignee shall quietly enjoy the premises.

And for further assurance.

Assignees covenant to pay the rents,

and indemnify the assignee therefrom, and from all costs, &c.

them, in as full and ample a manner, to all intents and purposes, as he the said *A. B.* his heirs and assigns, might or could have held and enjoyed the same, if these presents had not been made; And the said *A. B.* for himself, his heirs, executors and administrators, *Doth* covenant, promise and agree to and with the said *T. M.* and *W. L.* their heirs and assigns, by these presents, in manner following, (that is to say,) that for and notwithstanding any act, matter or thing whatsoever done, committed, or wittingly or willingly suffered to the contrary by the said *A. B.* the said two several recited indentures of lease hereby assigned, or mentioned or intended so to be, are good and effectual leases, valid in the law, and now in being, and are not forfeited, surrendered or become void, or voidable; And that he the said *A. B.* now hath in himself good right, full power, and lawful and absolute authority to assign and convey the said several messuages or tenements and premises in and by the said two several recited indentures demised and hereby assigned, or mentioned or intended so to be, with their and every of their appurtenances, unto the said *T. M.* and *W. L.* their heirs and assigns, for and during the natural lives of the said *A. B. C. D.* and *W. L.* in manner aforesaid; and further, that it shall and may be lawful to and for the said *T. M.* and *W. L.* their heirs and assigns, at all times hereafter, peaceably and quietly to enter into, have, hold and enjoy the said hereby assigned premises, for and during the natural lives of the said *A. B. C. D.* and *W. L.* without any lawful let or interruption of or by him the said *A. B.* his heirs, assigns, or any other person or persons whatsoever lawfully claiming or to claim by, for or under him, them or any of them: And lastly, that he the said *A. B.* his heirs and assigns, and all and every other person and persons whatsoever, lawfully claiming or to claim, by, from or under him, them or any of them, shall and will at any time or times hereafter, at the reasonable requests, costs and charges of the said *T. M.* and *W. L.* their heirs or assigns, make and execute any further reasonable act or acts, deeds and assurances in the law, for the further assigning, assuring and conveying all and singular the said premises, with the appurtenances, unto the said *T. M.* and *W. L.* their heirs and assigns, for and during the natural lives of the said *A. B. C. D.* and *W. L.* and the life of the longest liver of them, as by the said *T. L.* and *W. R.* their heirs or assigns, or either of their counsel in the law, shall be reasonably devised or advised and required. And the said *T. M.* and *W. L.* *Do*, and each of them *Doth* for themselves and each of them, their and each of their heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *A. B.* his executors and administrators, that they the said *T. M.* and *W. L.* or one of them, their or one of their heirs, executors or administrators, shall and will from time to time, and at all times hereafter, well and truly pay the rents and perform the covenants and agreements in the said two several indentures of lease reserved and contained, which on the tenant or lessee's part are and ought to be paid and performed, according to the true intent and meaning of the same indentures of lease, And thereof and therefrom, and of and from and against all actions, suits, costs, charges, expences, troubles, damages and demands whatsoever, which shall or may arise, happen, be commenced, or prosecuted against the said *A. B.* his heirs or assigns, or which he, they, or any of them shall or may sustain, suffer or be put unto, for or by reason or means of the non-payment of the rent, or the

the breach or non-performance of the said covenants or agreements, or any of them, shall and will at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* his heirs and assigns, for ever by these presents; *In witness* whereof the said *A. B.* hath hereunto, and to one other part of the same tenor and date herewith, set his hand and seal the day and year first above written.

RECEIVED the day of the date of the within written indenture of the within named *J. M.* the sum of nine hundred pounds, which together with the sum of three hundred pounds, paid to *R. T.* as within mentioned, is the full consideration money expressed and appointed by the within written deed, to be paid by him to me, and for which I have signed a like receipt on the other part of the within written indenture.

Witness

RECEIVED the day of the date of the within written indenture of the within named *W. L.* the sum of eight hundred pounds, being the consideration money expressed and appointed by the within written deed, to be by him paid to me, and for which I have signed a like receipt on another part of the within written indenture.

Witness

Assignment of an Indenture of Lease by an Administrator, in Trust that the Assignee shall re-assign the same.

THIS INDENTURE made, &c. *Between J. C.* citizen and leather-seller of *London*, administrator of the goods and chattels, rights and credits of *E.* his late wife, deceased, on the one part, and *G. C.* citizen and stationer of *London*, on the other part. *Whereas J. H.* Recital of the
of, &c. esq. did by his indenture of lease, bearing date, &c. for the indenture of
considerations therein mentioned, demise unto *S. H.* late of *London*, lease.
widow, deceased, *All* those two tofts, pieces or parcels of ground and The premises,
soil, situate, lying, &c. whereon two messuages or tenements for- being two tofts
merly stood, which were some time in the several tenures or occupa- of ground, to
tions of *J. A.* esq. and *A. J.* and were burnt down by the then late be built upon.
dreadful fire of *London*, which said ground contains the several mea-
sures and demensions in the said indenture of lease, and in the scheme
or ground-plot thereto annexed, particularly mentioned and expressed;
To hold to the said *S. A.* her executors, administrators and assigns, from, *Habendum* for
&c. for the term of, &c. at and under the rent of one pepper-corn for a term of
the first year, and one half year of the said term, and the yearly rent years.
of, &c. for the remainder of the said term, as by the said indenture of
lease, relation being thereunto had, may more fully appear: *And whereas* Recital that
the said *S. A.* did in her life-time erect and build several messuages or the lessee did
tenements, and other buildings upon the said ground and soil, accord- build several
ing to a covenant for that purpose mentioned in the said recited inden- tenements;
ture and by will

Assignments.

Transfer.

Parcels.

together with
policies of
insurance.

Habendum.

of performance of the said last mentioned and recited agreement of her the said *A. J.* and for and in consideration of — the receipt whereof, &c. (*Vide Tit. Considerations*) she the said *A. J. Hath* granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* freely, clearly and absolutely grant, &c. unto the said *J. S.* her executors, administrators and assigns, *As well* the said herein first above recited indenture of lease, bearing date the — day of — and the said piece or parcel of ground, messuage or tenement thereon erected and built, situate in — aforesaid, with their appurtenances, and as the said premises are now in the tenure or occupation of — his under-tenants or assigns, *As also* the said herein above recited other indenture of lease bearing date the said — day of — and the said piece or parcel of ground, messuage or tenement thereon erected and built, situate and being in — aforesaid, with their appurtenances, and as the said premises are now in the tenure or occupation of — his under-tenants or assigns; *And* all and singular other the leasehold messuages or tenements and premises, which in and by the said recited indenture of assignment of — of — last past, were by the said *T. W.* assigned unto the said *A. J.* or mentioned or intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, term and terms of years to come and unexpired, possession, yearly rents, issues and profits, benefit of renewal, property, claim and demand whatsoever or howsoever, both in law and equity, of her the said *A. J.* or of any person or persons in trust for her, of, in, to or out of the said herein before assigned messuages or tenements and premises, and every part and parcel thereof, by virtue of the said above recited several indenture of lease and indenture of assignment, or any or either of them, or otherwise howsoever, together with the said recited indenture of assignment, and all other deeds, evidences and writings whatsoever touching or concerning the same premises which the said *A. J.* hath in her custody or power, or can or may come by without suit in law or equity, and together also with all profits, benefits, interest, dividends and advantage whatsoever to arise or be made by virtue of any instruments or policy or policies of insurance, insured in any of the public fire-offices on the said herein before assigned messuages or tenements and premises or any part thereof; *To have and to hold* the said hereby assigned piece or parcel of ground, messuage or tenement and premises situate in — aforesaid, with their appurtenances unto the said *J. S.* her executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of — by the said first recited indenture of lease granted, which is now to come and unexpired, in as full, large, ample and beneficial manner to all intents and purposes whatsoever, as she the said *A. J.* her executors or administrators, could or might have had, held, received and enjoyed the same, in case these presents had not been made, (subject nevertheless to the payment of the said yearly ground rent of — by the same indenture of lease reserved, and to the several covenants, conditions and agreements therein contained, and which from henceforth on the lessees or assignees part are to be paid, done and performed; and also subject to the payment of the said *A. P.* her executors, administrators and assigns, of the said principal sum of — and of all interest monies now due and to grow due for the same, so secured to her and them by the

he said G. C. on the one part, and the said J. C. on the other part, and to bear date the day next after the day of the date of these presents, re-assign and transfer the said hereby assigned premises, with the appurtenances, and all his estate, right and title therein, unto the said J. C. his executors, administrators and assigns, for all the residue and remainder of the said term, which shall be then to come and unexpired, freed from all incumbrances done and committed by him the said G. C. *In witness, &c.*

An Assignment of a Lease by an Indorse thereon.

BE IT REMEMBERED, That I the within named *W. B.* for and towards satisfaction of the sum of ——— by me due and owing unto *B. H.* of ——— and for and in consideration of the sum of *5s.* to be in hand paid, at or before the sealing or executing of this indorsement (the receipt whereof I do hereby acknowledge) *Have*, for me, my heirs, executors and administrators, granted, bargained, sold, assigned and set over, and by these presents *Do* grant, *&c.* unto the said *B. H.* his executors, administrators and assigns, as well this present and the within written indenture, as also all the messuages or tenements, hereditaments and premises within mentioned to be demised or granted to me, and likewise all my estate, right, title, interest, claim, property and demand of, in or to the same, which I now have or hereafter may have or claim of, in or to the same, either by force, virtue or means of the within written indenture, or otherwise howsoever. *Witness* my hand and seal this ——— day of ———

Assignment of two Leases, and of an Assignment by way of Mortgage of one of the Leases in Consideration of finding the Assignor Victuals, &c.

THIS INDENTURE made, *&c.* Between *A. J.* of ——— Widow, of the one part, (the assignor) and *J. S.* of ——— Widow, of the other part, (the assignee.) *Whereas, &c.* (here was a recital of articles of agreement for *T. W.* executor of his father, to assign the now assigned premises to the above assignor :) *And whereas* the said *T. W.* in pursuance and performance of his agreement in the said recited articles contained by indenture of assignment, *&c.* (Recital of the said assignment, therein reciting one lease to *T. W.*'s father, and an assignment by way of mortgage to *A. H.* of the same, and another lease to *T. C.* and that the same was assigned to *T. W.*'s father :) *And whereas* the said *Agreement.* *J.* (in consideration of the said sum of ——— hereafter mentioned to be paid to her by the said *J. S.* and also in consideration that, by an indenture bearing even date herewith, the said *J. S.* hath thereby covenanted and agreed, at her charge, to find the said *A. J.* with meat, drink, lodging, washing, apparel, and all other proper necessities whatsoever, for and during the term of her natural life, in such manner as therein mentioned) *Hath* agreed absolutely to assign unto the said *J. S.* the herein before in part recited indentures of lease, and the two several messuages or tenements, and other the premises thereby respectively demised, (subject nevertheless in such manner as herein after is mentioned :) *Now this Indenture witnesseth,* That in pursuance and part of

Transfer.

Parcels.

together with
policies of
insurance.

Habendum.

of performance of the said last mentioned and recited agreement of her the said *A. J.* and for and in consideration of — the receipt whereof, &c. (*Vide Tit. Considerations*) she the said *A. J.* Hath granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* freely, clearly and absolutely grant, &c. unto the said *J. S.* her executors, administrators and assigns, *As well* the said herein first above recited indenture of lease, bearing date the — day of — and the said piece or parcel of ground, messuage or tenement thereon erected and built, situate in — aforesaid, with their appurtenances, and as the said premises are now in the tenure or occupation of — his under-tenants or assigns, *As also* the said herein above recited other indenture of lease bearing date the said — day of — and the said piece or parcel of ground, messuage or tenement thereon erected and built, situate and being in — aforesaid, with their appurtenances, and as the said premises are now in the tenure or occupation of — his under-tenants or assigns; *And* all and singular other the leasehold messuages or tenements and premises, which in and by the said recited indenture of assignment of — of — last past, were by the said *T. W.* assigned unto the said *A. J.* or mentioned or intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, term and terms of years to come and unexpired, possession, yearly rents, issues and profits, benefit of renewal, property, claim and demand whatsoever or howsoever, both in law and equity, of her the said *A. J.* or of any person or persons in trust for her, of, in, to or out of the said herein before assigned messuages or tenements and premises and every part and parcel thereof, by virtue of the said above recited several indenture of lease and indenture of assignment, or any or either of them, or otherwise howsoever, together with the said recited indenture of assignment, and all other deeds, evidences and writings whatsoever touching or concerning the same premises which the said *A. J.* hath in her custody or power, or can or may come by without suit in law or equity, and together also with all profits, benefits, interest, dividends and advantage whatsoever to arise or be made by virtue of any instruments or policy or policies of insurance, insured in any of the public fire-offices on the said herein before assigned messuages or tenements and premises or any part thereof; *To have and to hold* the said hereby assigned piece or parcel of ground, messuage or tenement and premises situate in — aforesaid, with their appurtenances unto the said *J. S.* her executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of — by the said first recited indenture of lease granted, which is now to come and unexpired, in as full, large, ample and beneficial manner to all intents and purposes whatsoever, as she the said *A. J.* her executors or administrators, could or might have had, held, received and enjoyed the same in case these presents had not been made, (subject nevertheless to the payment of the said yearly ground rent of — by the said indenture of lease reserved, and to the several covenants, conditions and agreements therein contained, and which from henceforth on the part of the said or assignees part are to be paid, done and performed; and also subject to the payment of the said *A. P.* her executors, administrators and assigns, of the said principal sum of — and of all interest now due and to grow due for the same, so secured to her and them

the said recited indenture of assignment or mortgage, dated the said _____ day of _____ as aforesaid;) *And to have and to hold* the said other herein before assigned piece or parcel of ground, messuage or tenement and premises situate in _____ aforesaid, with their appurtenances, unto the said J. S. her executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of _____ years by the above second indenture of lease granted, which is now to come and unexpired, and that in as full, large, ample and beneficial manner to all intents and purposes whatsoever, as she the said A. J. her executors or administrators, could or might have had, held, received or enjoyed the same in case these presents had not been made, (subject nevertheless to the payment of the said yearly ground-rent of _____ by the said above recited second indenture of lease reserved, and to the several covenants, conditions and agreements therein contained, and which from henceforth, on the lessees or assignees part, are to be paid, done and performed.) (*Covenants no act done to incumber the premises; that the two leases are good, &c. that the assignor has power to assign; that the assignee shall peaceably enjoy, free from encumbrances; further assurances, Vide Tit. Covenants.*) *And* the said J. S. for herself, her heirs, executors and administrators, and for every one of them, doth covenant, promise, grant and agree, to and with the said A. J. her executors, administrators and assigns, by these presents, that she the said J. S. her heirs, executors or administrators, at her and their own proper costs and charges, shall and will from henceforth find, provide and allow unto the said A. J. from time to time, and at all times hereafter during the term of her natural life, as well with good and wholesome meat and drink, as also with washing and lodging, and all manner of wearing apparel of what nature or kind soever, suitable and convenient, as likewise with all other proper necessities whatsoever, in health and sickness, which shall be proper and necessary, that shall be by her the said A. J. at any time reasonably required; and that the said J. S. her executors or administrators, at her and their like charge, upon the death of the said A. J. shall cause her body to be decently buried, at such place and in such manner as she at any time before her death shall direct and appoint, so as the expence and charge thereof exceed not in the whole the sum of _____. *In Witness, &c.*

To find one
necessaries
during life,
and to be at
the charge of
one's funeral.

Assignment of a Lease for Years to attend the Inheritance, made by an Executrix and her Husband, by the Direction of the Vendor, and at the Nomination of the Purchaser.

By Indorsement.

WHEREAS T. B. of _____, esq; and J. J. of _____, gent. have with the consent and approbation, and by the express direction of S. B. of _____, esq; and S. B. the younger of _____, esq; and M. his wife, and J. C. of _____, esq; purchased of the within named W. P. and J. P. esq; son and heir apparent of the said W. P. the fee-simple and inheritance of the within mentioned messuage, &c. in and by the within written indenture assigned to the within named C. P. his executors, &c. for the remainder of the within mentioned term

term of — years, for the sum of 13000*l.* of, &c. and the said premisses by indentures of lease and release, (*recital of a lease and release to T. B. and J. J. and their heirs, subject to the uses, &c. in a marriage settlement therein recited*) And whereas the said C. P. is dead, having in his life-time made his last will and testament, and thereof constituted and appointed his three daughters, viz — his executrixes, and the said J. K. * hath solely proved the said will in the prerogative court of *Canterbury*. whereby the said J. and in her right the said R. K. is become possessor of or intitled unto the remainder of the within mentioned term of — years: *Know ye*, That for and in consideration of, &c. they the said R. K. and J. his wife, by the direction and appointment of the said W. P. and J. P. and at the nomination of the said T. B. and J. J. testified by their being parties to, and signing and sealing these presents, *Have*, and each of them *Have* bargained, &c. and the said W. P. and J. P. have, and each of them hath ratified and confirmed, and by these presents the said R. K. and J. his wife, *Do*, and each of them *Do*th fully, clearly and absolutely bargain, &c. and the said W. P. and J. P. do and each of them doth ratify and confirm unto the said R. M. his executors, &c. *All* that, &c. in the within written indenture mentioned and described, with their appurtenances, together with the within written original indenture of lease, and the several mesne assignments thereof, and all and singular other the premisses within mentioned to be assigned to the said C. P. his executors, &c. and all the estate, &c. of the said R. H. and J. his wife, W. P. and J. P. and of every of them, of, in and to the same, and every part and parcel thereof; *To have and to hold* the said — and all and singular other the premisses herein before mentioned, or intended to be hereby bargained, &c. with their and every of their appurtenances unto the said R. M. his executors, &c. from henceforth for and during all the rest, residue and remainder of the within mentioned term of — years yet to come and unexpired; *In trust* for the several persons to whom the said hereby assigned premisses are limited, in and by the said herein before recited indenture of release; and to attend and wait upon the freehold and inheritance of the same premisses. (*Covenant from R. H. and J. his wife, to R. M. that no act is done to incumber the premisses.*) *In witness*, &c.

Absolute Assignment of several Under-Leases and Ground-Rents to a Purchaser.

THIS INDENTURE QUINQUEPARTITE, made, &c. Between J. H. of, &c. of the first part, R. A. of, &c. of the second part, J. S. of, &c. of the third part, (*three several mortgages*) J. W. of, &c. of the fourth part, and A. C. of, &c. of the fifth part. *Whereas*, &c. (*recite the two original indentures of lease made to A. W. brother of the said J. W. at and under the several yearly rent of 3*s.* 4*d.* each*) and in case the said A. W. his executors, &c. should at any time or times, during the terms aforesaid, use or exercise, or cause, permit

* As J. K. only proved the will, no further notice is necessary to be taken of the other sisters.

permit or suffer the said pieces or parcels of ground thereby demised, or any of the erections and buildings thereon erected and built, or to be erected or built, or any part thereof, to be used or exercised, as and for any of the arts or trades following, viz *Ec.* or any of them, then at the yearly increase of rent of 30*l.* (over and above such yearly rent of 3*s.* 4*d.*) tax free, by equal quarterly payments at the same quarter days appointed for payment of the said yearly rent of 3*s.* 4*d.* in which said indenture of lease there is a covenant or clause, in the words following: to wit, And lastly, that it shall and may be lawful to and for the said *A. W.* his executors, administrators and assigns, to use or exercise, or cause, permit or suffer, all or any part of the piece or parcel of ground, and the erections and buildings thereon erected and to be erected, above hereby demised, which shall not front *B.* street aforesaid, to be used or exercised, as or for any of the arts or trades herein before mentioned to be prohibited from being used thereon (a brewer or common brewhouse only excepted;) the said indenture, or any covenant, clause, matter or thing therein contained to the contrary thereof in any wise notwithstanding; (*recite the several mortgages made thereof by said A. W. to H. A. and S. recite the assignment from A. W. to J. W. subject to the mortgages; recite the seventy-one under-leases made from the said A. W. J. W. and the three mortgages of the several premises comprised therein, at and under the several yearly rents therein reserved,*) as by the counterparts of the 71 recited indentures of lease made from the said *A. W. J. W. J. H. J. S.* and *R. A.* relation, *Ec.* And whereas the several yearly ground-rents or sums of money reserved and made payable in and by the said 71 leases, amount together to the yearly sum of 146*l.* 19*s.* 6*d.* of lawful money of Great Britain: And whereas there is now due and owing to the said *J. H.* for principal and interest money upon the security of the premises above recited and mentioned, the full sum of 1891*l.* 16*s.* 2*d.* of, *Ec.* And whereas there is now due and owing to the said *J. H.* for principal and interest money upon the premises above recited and mentioned to be made a security to him, the full sum of 812*l.* 13*s.* and 5*d.* of, *Ec.* and no more: And whereas there is now due and owing to the said *J. S.* for principal and interest money upon the security to him made of the premises above recited and mentioned, the full sum of 822*l.* 18*s.* and 5*d.* of, *Ec.* and no more: And whereas the said *A. C.* hath agreed with the said *J. W.* for the absolute purchase of the reversion of all and singular the said several pieces or parcels of ground, messuages and premises, with their appurtenances, demised and granted by the said 71 under-leases herein before recited, whereupon the said several yearly rents, amounting in the whole to the said yearly sum of 146*l.* 19*s.* 6*d.* are reserved, and of the remainder of the said several terms of 60 years and 39 years, and 59 years and 39 years, in and by the said two first above recited original indentures of lease granted, of and concerning the premises comprised in the said several under-leases for the sum of 3674*l.* 7*s.* 6*d.* of, *Ec.* Now this Indenture witnesseth, that for and in consideration of the sum of 1891*l.* 16*s.* and 2*d.* of, *Ec.* to the said *J. H.* in hand paid by the said *A. C.* at, *Ec.* and of the sum of 812*l.* 13*s.* and 5*d.* of like, *Ec.* to the said *R. A.* in hand paid by the said *A. C.* at, *Ec.* and also of the sum of 822*l.* 18*s.* and 5*d.* of like, *Ec.* to the said *J. S.* in hand, *Ec.* at, *Ec.* (which several sums of money so severally paid to the said *J. H. R. A.* and *J. S.* are in full of all monies due and

What is due on securities

Agreement for the purchase.

Considerations.

Assignment,
release and
confirmation.

Parcels.

Habendum.

Subject, &c.

and owing to them, or any of them, upon the security of the premises above, in and by these presents recited and mentioned, or any part thereof, and which said several sums of money are so paid by the direction and appointment of the said *J. W.* testified by his being made a party to and sealing and executing these presents) the receipt of which said several sums of money so severally paid to the said *J. H. R. A.* and *J. S.* as aforesaid, they do hereby severally acknowledge, and themselves to be therewith severally fully paid and satisfied, and thereof and therefrom, and of and from every part and parcel thereof, do severally acquit, exonerate and discharge the said *A. C.* his heirs, executors, administrators and assigns, and every of them by these presents; and for and in consideration of the sum of 146*l.* 19*s.* and 6*d.* of, &c. to the said *J. W.* in hand paid by the said *A. C.* at, &c. the receipt, &c. which said several sums of 1891*l.* 16*s.* and 2*d.* 812*l.* 13*s.* and 5*d.* 822*l.* 15*s.* and 5*d.* and 146*l.* 19*s.* and 6*d.* make together the above mentioned purchase money or sum of 3674*l.* and 7*s.* and 6*d.* They the said *J. H. R. A.* and *J. S.* Have bargained, sold, assigned and set over, And the said *J. W.* Hath granted, released and confirmed, And by these presents the said *J. H. R. A.* and *J. S.* (at the request and by the direction and appointment of the said *J. W.* testified by his being a party to, and sealing and executing these presents) Do bargain, &c. and the said *J. W.* Doth grant, release and confirm unto the said *A. C.* All and every the pieces or parcels of ground severally demised and leased, in and by the said 71 above recited indentures of lease made by and from the said *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or some of them, and all and every the messuages or tenements, erections and buildings upon the said pieces or parcels of ground, or any of them, or any part of them, erected and built, or that may be erected or built, and every part and parcel thereof, with their and every of their appurtenances, together with the counterparts of the said 71 above recited indentures of lease made as aforesaid, by and from the said *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or some of them, and all and every the yearly and other rent and rents therein and thereby, or in or by any of them, reserved and made payable, to be from henceforth paid, and all the estate, right, title, interest, term for years yet to come and unexpired, use, possession, reversion, benefit and equity of redemption, property, profit, claim and demand whatsoever both in law and equity of them the said *J. H. R. A. J. S.* and *J. W.* or any of them, of, in or to the premises hereby assigned, or any part thereof, by force and virtue of the several indentures, deeds and writings above, in and by these presents recited and mentioned, or any of them, or otherwise howsoever; To have and to hold the said pieces or parcels of ground, messuages or tenements, erections, buildings, counterparts of leases, yearly and other rent and rents, and all and singular other the premises in and by these presents bargained, sold, assigned and set over, and granted, released and confirmed, or meant or mentioned so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said *A. C.* his executors, administrators and assigns, for and during all the rest and residue of the said several terms of 60 years, 39 years, 58 years and 39 years, granted or demised in and by the said above recited indentures of lease made to the said *A. W.* as aforesaid, which are yet severally to come and unexpired; Subject to the rents and covenants therein reserved

Assignments.

reserved and contained on the lessees part to be paid and performed. And the said J. H. R. A. and J. S. every of them separately, ^{Covenants} ~~Ec.~~ covenant, ~~Ec.~~ to and with the said A. C. his, ~~Ec.~~ by, ~~Ec.~~ that ^{done no act.} they, ~~Ec.~~ have not, nor any of them hath made, done or committed any act, ~~Ec.~~ whereby, ~~Ec.~~ the said premises by these presents assigned and released, or any part thereof, is, are or may be impeached or incumbered in title, charge, estate or otherwise howsoever. And the said J. W. doth for himself, his heirs, executors and administrators, ^{Good lease.} covenant, ~~Ec.~~ to and with the said A. C. his, ~~Ec.~~ by, ~~Ec.~~ in manner, ~~Ec.~~ (that is to say) that the said above recited indentures of lease, made to the said A. W. now are and be good, ~~Ec.~~ And that the said J. ^{Good right.} H. R. A. J. S. and J. W. now have, ~~Ec.~~ good right, ~~Ec.~~ to bargain, ~~Ec.~~ all the premises by these presents bargained, sold, assigned and set over, and granted, released and confirmed unto the said A. C. his, ~~Ec.~~ during, ~~Ec.~~ by the said two original leases granted, and in manner and form aforesaid; And that the said A. C. his, ~~Ec.~~ shall, ^{Peaceable enjoyment.} ~~Ec.~~ during the residue of the several terms of years by these presents assigned, peaceably and quietly have, ~~Ec.~~ all the said premises by these presents assigned and released, and every part thereof, with their appurtenances, without any let, ~~Ec.~~ And that the said hereby assigned pre- ^{Free from incumbrances,} ~~misses~~ now are and be free, ~~Ec.~~ of and from all former and other bargains, ~~Ec.~~ by the said J. H. R. A. J. S. J. W. A. W. and T. W. or any of them, except the said three-score and eleven recited indentures of lease made as aforesaid by and from the said A. W. J. W. T. W. J. S. R. A. and J. H. or some of them, of the premises hereby assigned, as and under the said several yearly rents therein and thereby respectively reserved and herein before mentioned; And that the said J. ^{Further assurance.} W. his, ~~Ec.~~ and all and every other person and persons, any estate having, ~~Ec.~~ or that shall or may have, ~~Ec.~~ any estate or interest of, in or to the premises by these presents assigned, or any part thereof, by, from or under him, them or any of them, or by, from or under the said A. W. or T. W. or either of them, (except the lessees named in the said threescore and eleven leases for or in respect of the same leases only) shall and will from time, ~~Ec.~~ and at the proper cost, ~~Ec.~~ make, ~~Ec.~~ all and every such further and other lawful and reasonable act, ~~Ec.~~ ^{Covenant to} And that the said J. W. his, ~~Ec.~~ shall and will, during all the remainder pay the rents of the terms of years demised and now to come in and by the above ^{reserved,} ~~Ec.~~ recited indenture of lease of the 26th of August 17—made to the said A. W. well and truly pay or cause to be paid the said yearly rent or sum of 3s. 4d. thereby reserved, according to the true meaning of the said lease; And also shall and will, during the remainder of the terms of years demised, and now to come, in and by the second above recited indenture of lease of the 30th of November 17—made also to the said A. W. well and truly pay or cause to be paid the said yearly rent or sum of 3s. 4d. thereby reserved, (according to the true meaning of the said lease) and sufficiently indemnify and save harmless the said A. C. his ^{and to indemnify.} ~~executors, administrators and assigns,~~ and all the premises in and by these presents assigned and released, from and against the payment of the said several yearly rents, and every of them, and every part of them, and from and against all actions, suits, distresses, re-entries, costs, charges and damages whatsoever, for or in respect of the non-payment of the several yearly rents, or any of them, or any part of them: And that the said J. W. his, ~~Ec.~~ shall and will pay the said yearly rents of 30l. severally reserved in and by the said

said two indentures of lease made to the said *A. W.* in case the premises thereby severally demised should be used for any of the trades in and by the same two leases prohibited from being used; and perform and keep all the covenants, clauses and agreements mentioned and contained in and by the same two indentures of lease made to the said *A. W.* as aforesaid, on the tenants or lessees parts to be performed and kept, according to the true intent and meaning of the said leases, during all the terms of years now to come in and by the same two leases, so far only as the same respects and relates to so much of the grounds and buildings by the said two leases demised to the said *A. W.* as is not and are not in and by these presents assigned and released to the said *A. C.* and sufficiently indemnify and save harmless the said *A. C.* his, &c. and all the premises, in and by these presents assigned and released, from and against the payment and performance of the said rents and covenants, and every of them, and every part of them, so far only as the same respects and relates to so much of the grounds and buildings by the said two leases demised to the said *A. W.* as is not and are not in and by these presents assigned and released to the said *A. C.* as aforesaid, and from and against all actions, suits, distresses, re-entries, costs, charges and damages whatsoever, for or in respect of the non-payment or non-performance of the said rents and covenants, or any of them, or any part of them, so far only as the same respects and relates to so much of the grounds and buildings by the said two leases demised to the said *A. W.* as is not and are not in and by these presents assigned and released to the said *A. C.* as aforesaid. And lastly, the said *A. C.* doth for himself, &c. covenant, &c. to and with the said *J. W.* his, &c. by these presents, that in case the said *A. C.* hath the custody and possession of the two above recited indentures of lease of the 26th of *August* 17 — and the 30th of *November* 17 —, he the said *A. C.* his executors, administrators and assigns, shall and will at all and every time and times hereafter, during the term of years for which the premises are by these presents assigned, upon the reasonable request, and at the proper costs and charges of the said *J. W.* his, &c. produce and shew, or cause the two several above recited indentures of lease made to the said *A. W.* as aforesaid, to be produced and shewed in or before any court or courts of law or equity, or to or before the counsel of the said *J. W.* his, &c. to evidence and set forth, maintain and support the title of the said *J. W.* his, &c. of, in and to the remainder of the pieces or parcels of ground which were demised to the said *A. W.* in and by the two several above recited indentures of lease made to him the said *A. W.* as aforesaid, and which are not in and by these presents assigned to the said *A. C.* as aforesaid.

In Witness, &c.

To produce
leases.

*An Assignment of a Term to Trustees for several Purchasers of an Estate,
the same being sold in Parcels.*

(a) **FIRST** recite the creator of the term and the several mesne assignments thereof. Secondly, recite every purchase short thus: *And where* the said Sir T. T. hath purchased or agreed to purchase, to him and his heirs, *All that, &c.* *And whereas* the said A. B. hath purchased or agreed to purchase, to him and his heirs, *All that, &c.* (and so on for every purchaser :) *Now this Indenture witnesseth, &c.* (and so assign the premises to C. and D. in the usual form ;) *To have and to hold* the said manor, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned and intended to be hereby assigned, with their and every of their appurtenances, unto the said C. and D. their executors, administrators and assigns, from henceforth for and during all the rest, residue and remainder of the said term of 1000 years yet to come and unexpired; *In Trust nevertheless* as to the said manor, and so much of the said premises as are purchased or agreed to be purchased by the said Sir F. T. for him the said Sir T. T. his heirs and assigns, and to be conveyed and disposed of as he the said Sir T. T. his heirs or assigns, shall direct and appoint, and in the mean time, and until such direction and appointment, to attend and wait the freehold and inheritance of the same premises now vested or intended to be vested in the said Sir T. T. and his heirs, and to protect the same freehold and inheritance from incumbrances: *And as to* such other part or parts of the said premises as are purchased or agreed to be purchased by the said A. B. *In Trust* for him the said A. B. his heirs and assigns, &c. (and so on for every purchaser, and a covenant that the assignees have done no act to incumber the premises, &c. *In witness, &c.*

Recite all parcels short.

Habendum.

In trust.

*Assignment of a Lease from an Administratrix to two intended Copartners
(by the Consent of their Friends, according to Articles, &c.*

THIS INDENTURE TRIPARTITE, made, &c. *Between* A. H. of London, widow, (administratrix of the goods and chattels, rights and credits of J. A. of H. B. London, distiller, her late husband, deceased) of the first part, J. R. of, &c. and J. J. of, &c. gent. of the second part, J. J. citizen and distiller of London, (son of the above named J. J.) and T. L. also citizen and distiller of London, of the third part. *Whereas* by indenture of lease, &c. (Recital of the lease, and of the assignment thereof to Mr. H.) *And whereas* the said J. H. is lately dead intestate, and letters of administration of all and singular his goods and chattels having been duly granted out of the prerogative court of Canterbury to the said A. his wife, and she the said A. by virtue thereof is become legally intitled to the said recited indenture of lease, messuages or tenements, yards and premises thereby demised and

Recitals.

As to his dying intestate, and letters of administration to his wife.

(a) This was dated some time before the conveyance of the inheritance. Note, the inheritance was conveyed by lease and release to every one of the purchasers.

for every of them, doth covenant, &c. to and with each of them the said J. J. the son, and T. L. their executors, administrators and assigns, by these presents, in manner as follows, (that is to say) that she the said A. H. hath not at any time heretofore made, &c. (Covenant, done to act, &c. as usual.) In witness, &c.

An Assignment of a Moiety of a House and Furniture to a Person in Trust for his Sister (notwithstanding her Coverture) that she and the Assigner may be Co partners in letting Lodgings.

J. M. by
lease intitled
to a messuage;

and is possessed
of goods in a
schedule,

J. M.'s agree-
ment to assign
a moiety
thereof;

and accept a
partner.

Consideration.

Assignment.

Parcels.

THIS INDENTURE, made, &c. Between J. M. of, &c. widow, of the one part, and I. E. of &c. innholder, of the other part. Whereas the said J. M. by virtue of a certain indenture of lease bearing date, &c. and made from C. G. of, &c. is now intitled to and possessed of a messuage or tenement, with its appurtenances, situate, &c. and as the same is now in the possession of, &c. for the residue of the term of 11 years, which commenced at, &c. at and under the yearly rent of 100l. payable in manner as therein mentioned: And the said J. M. is now also possessed of, interested in, and intitled unto the several household goods and furniture, and other things in and belonging and now used with the said messuage, and which are particularly mentioned and set forth in the schedule or inventory hereunder written: And whereas the said J. M. (in consideration of the sum of 150l. to be to her now paid by the said I. E. hath agreed to assign unto him, As well one full moiety or half-part of the benefit of the said indenture of lease, and the messuages and premises thereby demised for the residue of the said term of 11 years now to come therein, (Subject nevertheless in such manner as herein after is mentioned;) As also absolutely to sell and assign unto the said I. E. one full moiety or half-part of all and singular the said household goods, and other things in the said schedule mentioned and comprised: And she the said J. M. for the considerations aforesaid, hath further agreed to accept of J. W. the wife of T. W. of, &c. and sister of the said I. E. as and to be a co-partner with her the said J. M. in the letting of lodgings in the said messuage, and in all other profits and benefits thereby arising, in such manner as herein after is also mentioned: Now this Indenture witnesseth, that the said J. M. in pursuance and part of performance of her said recited agreement; and also for and in consideration of the said sum of 150l. of, &c. to her the said J. M. in hand, &c. at, &c. the receipt, &c. Hath granted; bargained, sold, assigned, transferred and set over, and by these presents she the said J. M. Doth grant, &c. unto the said I. E. his, &c. As well one full moiety or half-part (the whole in two equal parts to be divided) of and in all benefit of the said recited indenture of lease, and also one moiety or half part of the said messuage or tenement, and all and singular other the premises thereby demised, with their appurtenances, and as the said messuage and premises are now in the occupation of his excellency the said Polish envoy, As also one full moiety or half-part (the whole in two equal parts to be divided) of and in all and singular the household goods, furniture, and other things particularly mentioned and set forth in the said schedule or inventory hereunder written, and all the estate, right, title, term of years to come, possession, yearly rents and profits, benefit of renewal, property, claim and demand whatsoever, both at law and in equity, of her

her the said J. M. or of any person in trust for her, of, in, to or out of
 the said assigned moiety of the said indenture of lease, messuage and
 premises thereby demised, and also of, in and to the said hereby as-
 signed moiety of the said household goods and furniture in the said sche-
 dule mentioned and comprised; *To have and to hold* the said hereby *Habendum as*
to the house.
 assigned moiety or half-part of the said messuage or tenement and pre-
 mises, with its appurtenances, unto the said I. E. his executors, ad-
 ministrators and assigns, from henceforth, for and during all the
 rest and residue of the said term of 11 years by the said indenture of
 lease granted, which is now to come and unexpired, and for and dur-
 ing all such further term or terms of years as can, shall or may at any
 time hereafter be granted and renewed therein, and that in as full,
 large, ample and beneficial manner to all intents and purposes whatso-
 ever, as she the said J. M. her executors or administrators, could or
 might have had, held, received or enjoyed the same, in case these pre-
 sents had not been made; (*Subject nevertheless* to the payment of one *Subject, &c.*
 moiety of the said yearly rent of 100*l.* by the said indenture of lease
 reserved, and to the several covenants, conditions and agreements
 herein contained, and with respect as to one moiety of the same pre-
 mises only are from henceforth on the lessees part to be paid and per-
 formed; *And to have*, hold, take and enjoy the said hereby assigned *Habendum as*
to the goods.
 moiety of the said household goods, furniture, and other things menti-
 oned, set forth and comprised in the said schedule, unto the said I. E.
 his executors, administrators and assigns, from henceforth for ever, *And*
 to which he and they are hereby intended to have a legal right and
 property: nevertheless as to the said hereby assigned moiety of the
 said leasehold premises, and also to the said hereby assigned moiety of
 the said goods, furniture and other things in the said schedule menti-
 oned, *In trust* for the sole personal, peculiar and absolute use, benefit *Trust.*
 and disposal of her the said J. W. (notwithstanding her present cover-
 ture) in such manner as she at any time shall think fit to direct, limit
 and appoint the same. *And* the said J. M. &c. doth covenant, &c.
 with not, &c. done, &c. any act, &c. whereby or by means whereof
 the said herein before assigned moiety of the said messuage, goods, and
 her the hereby assigned premises, or any part thereof, are or is, or
 all or may be, in any way impeached, &c. *And further*, That she *General cove-*
nants.
 the said J. M. &c. shall and will at any time during the now residue
 of the said term of 11 years, at the request and charge of the said I. E.
 his executors or assigns, make, &c. all and every such further, &c.
 act, &c. for the further, &c. assigning, &c. the said herein before
 assigned moiety of the said leasehold messuage, or tenements and premises,
 with their appurtenances, unto the said I. E. his, &c. for, &c. all the
 term residue, &c. (*subject nevertheless* in manner as aforesaid) as by, &c.
And this Indenture further witnesseth, That she the said J. M. (in pur-
 suance and full performance of her said recited agreement, and for the
 considerations aforesaid) *Doth* for herself, her, &c. covenant, &c. to *J. M. cove-*
nants that J.
the wife of
T. W. shall be
co-partner for
life in letting
lodgings, &c.
 with the said I. E. his, &c. by, &c. in manner, &c. that they
 the said J. M. and J. the wife of the said T. W. shall and may, from
 the day of the date of these presents, during their joint lives, become,
 continue and be co-partners, and be severally intitled to, possessed of,
 and interested in equal moieties and proportions, as well of and in the
 said indenture of lease, and the messuage or tenement and premises
 thereby demised, for the residue of the said term of eleven years now

to come therein, and also for and during all such further term and terms of years as at any time hereafter can, shall or may be granted or renewed therein, as also of and in all and singular the several household goods, furniture and other things, mentioned and comprised in the said schedule hereunder written, as likewise of and in all and singular the clear yearly rents, profits, benefit, advantage and other produce whatsoever, to arise or be had or made, for or in respect, or by virtue of letting lodgings in the said messuages and premises to the said present *Polish* envoy, or to any other person or persons to whom the same shall at any time hereafter, during the continuance of the present or any subsequent term, be let or taken for lodgings or otherwise, whereby any benefit or advantage shall accrue, arise or be had or made of the same : *And it is hereby agreed and declared by and between the said J. M. and I. E. for and on the behalf of the said J. W. in manner as follows, viz.* That the said yearly rent of 100*l.* payable for the same messuage, charges of repair, taxes, parish rates and duties, and all losses and other incident charges whatsoever, that shall be paid, expended, laid out, or happen in or relating to the said co-partnership, shall be equally borne, paid and sustained by them the said J. M. and J. W. out of their own proper monies, or out of the profits of their respective parts of the monies to arise by their said co-partnership, share and share alike ; *And that they the said J. M. and J. W. shall at all times, during the said co-partnership, use their utmost endeavours for the improvement and advantage thereof, and that they shall be diligent therein, and be just, true and faithful to and with each other in all and every of their buyings, payments, receipts, reckonings and accounts, and in all other affairs whatsoever, relating to the said co-partnership : And further, that they the said J. M. and J. W. shall and will at all times, during their said co-partnership, enter or cause to be entered in a book to be prepared for that purpose, a true account of all their payments, disbursements and receipts, touching the said co-partnership, and of all monies due from and to them in respect thereof, whereunto each of them the said J. M. and J. W. shall at all times have free recourse and liberty to peruse and inspect the same, and to take any minutes or copies thereof as they shall think fit, without any hinderance of each other : And further also, that they the said J. M. and J. W. during their said partnership, viz. in the month of ——— yearly, or oftener if they shall so think fit, shall and will make up a just and true account of all their payments, receipts and disbursements, and of all monies due from or to the said co-partnership ; and upon stating and balancing of every such account (from and after paying and allowing out of the profits of the said co-partnership the said yearly rent, and all duties and incident charges touching or concerning the same.) then the residue of the clear profits and produce to arise or be had or made in respect of the said co-partnership, shall be equally divided between them the said J. M. and J. W. share and share alike ; And lastly, it is agreed, That upon the death of either of them the said partners, the said J. M. and J. W. (which shall first happen) the moiety, part, or share of such of them the said partners so first dying, as well of and in the said lease and the said messuage or tenement and premises thereby demised, during the residue of the term then in being, as also of and in all and singular the household goods, furniture and other things mentioned and comprised in the schedule hereunder written,*

Agreement to
bear equal
expenses ;

And use their
utmost endea-
vour for their
mutual bene-
fit, &c.

An account
book to be
kept, &c.

To balance
yearly.

Benefit of sur-
vivorship.

of assignment, &c.
 premises to assignors, the four messuages, the rest and
 by the said ear, by the said ear, and
 said, and
 and repairs as
 of this Subject, &c.
 As to the three
 assignors' title
 to the hereby
 assigned pre-
 mises.

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THIS INDENTURE TRIPARTITE, &c. *Between M. W. and E. F. of, &c. (which said M. W. and E. F. are the two sisters of J. C. late of, &c. deceased, and also administratrixes of his goods and chattels, rights and credits, unadministered by M. C. his widow and relict lately deceased,) of the first part, R. H. of, &c. (residuary legatee and sole executor of the last will and testament of the said M. C. deceased; who when living was administrator of the goods and chattels, rights and credits of the said J. C. her late husband deceased,) of the second part, and J. M. of, &c. of the third part.* *Whereas* Recitals:
his late majesty king *George* the first, in and by his letters patent under As to demise
the exchequer seal, bearing date, &c. (by the advice of the right ho- by letters
nourable Sir *R. W.* and Sir *C. J.* and the rest of the lords commissioners Patent.
of the treasury) as well in consideration of a sum of ——— therein
mentioned to be paid by the said *J. C.* as also in consideration of rents,
&c. did demise and to farm let to the said *J. C.* *All his, &c. To hold, &c.*
as in and by the said letters patent, &c. *And whereas* by indenture As to Mr. C.'s
of assignment, bearing date, &c. and between, &c. whereby after re- leaving of one
citing (*int' al'*) the herein before recited letters patent, he the said *J.* of the four
for the considerations therein mentioned, did demise, grant and as- messuages to
sign unto the said *N. S.* *All* that messuage, &c. to hold, &c. at 3*l.* Mr. S. with
s. per ann. *In which* indenture of assignment (amongst other covenants covenant to
herein contained on the part of the said *J. C.* to be done and perform- produce the
d) he the said *J. C.* did thereby for himself, &c. covenant with the letters patent.
aid *N. S.* his, &c. that he the said *J. C.* his, &c. should and would
at all times during the said term, at the request and charge of the said
J. S. his, &c. produce and shew to him and them the said letters patent
for the maintenance of his and their title to the said messuage or tene-
ment and premisses so assigned to him as aforesaid in such manner as
herein is mentioned, as in and by the said in part recited indenture

to come therein, relation, &c.) Which said messuage or tenement and terms of years assigned to the said N. S. as aforesaid, was the other of renewed messuages or tenements and premisses comprised in, and which goods, sum recited letters patent were demised to the said J. C. as aforeschedule the three messuages or premisses therein above mentioned clear recited were the other three messuages or tenements, and residue of the premisses by the said letters patent demised to the said J. C. for the term of 41 years and one quarter of a year as aforesaid: And whereas the said J. C. being lately dead intestate, and the above mentioned letters of administration having been respectively granted to the said M. his wife, and the said M. W. and E. F. as aforesaid, they the said M. W. and E. F. by virtue of their letters of administration, and the said R. H. on the death since of the said M. C. and as executors of her said last will and testament as aforesaid, are now respectively interested in and intitled to the said three other messuages or tenements and premisses by the said letters patent demised for the residue of the said term of years thereby granted, which is now to come therein: And whereas the said J. M. hath contracted and agreed with them the said M. W. E. F. and R. H. for the absolute purchase of the said three messuages or tenements and premisses, and of all the estate, right, interest and term of years to come therein, at and for the price or sum of 320l. payable to them respectively, and subject in such manner, as herein after is mentioned and expressed: Now this Indenture witnesseth, That for and in consideration of the sum of 320l. of, &c. to them the said M. W. E. F. and R. H. in hand, &c. by the said J. M. at or before the sealing and delivery of these presents, by the proportions, moieties, and in manner as follows, to wit, the sum of 160l. (being one moiety or half part of the said 320l.) to them the said M. W. and E. F. or one of them, and the sum of 160l. (being the other moiety or residue thereof) to the said R. H. the receipt and payment of which said several sums of 160l. and 160l. so paid in manner as aforesaid, (making together the said sum of 320l. purchase monies) they the said M. W. E. F. and R. H. do, and each of them doth hereby acknowledge, and thereof, &c. and for divers, &c. they the said M. W. E. F. and R. H. Have, and each and every of them Hath granted, &c. and by these presents Do and each and every of them Doth freely, clearly and absolutely grant, &c. unto the said J. M. his executors, administrators and assigns, All that the herein before mentioned messuage or tenement with its appurtenances, situate, &c. and all and singular other, &c. which in and by the said letters patent were thereby demised to the said J. C. his, &c. with their, &c. (save and except the said messuage or tenement and premisses, with its appurtenances, which in and by the above recited indenture of assignment were by him the said J. C. sold and assigned to the said N. S. as aforesaid) and all the estate, &c. of them the said M. W. E. F. and R. H. any or either of them, or of any person or persons in trust for them, any or either of them, of, in, to or out of the said letters patent, letters of administration, and last will and testament of the said M. C. any or either of them, or otherwise howsoever, together with the said letters patent and all benefit and advantage whatsoever, to be had or made of the same, (except as herein before is excepted) To have and to hold the said three messuages or tenements, and all and singular other the premisses herein before mentioned and intended to be hereby assigned, with their and every of their appurtenances

Agre
be

As to Mr. M.'s
contract for
purchase
thereof.

Consideration.

Assignment.
Premises.

Habendum,

nances (except as aforesaid) unto the said J. M. his executors, administrators and assigns, from thenceforth for and during all the rest and residue of the said term of 41 years and one quarter of a year, by the said letters patent granted, which is now to come and unexpired, and for and during all and every such further term and terms of years as can, shall or may be granted, obtained or renewed therein, (Subject, &c. with benefit of renewal.) nevertheless to the payment of the yearly rent or sum of 5*l.* 7*s.* 6*d.* to his majesty, his heirs and successors, for and during the residue of the said term of 41 years and one quarter of a year, being part of the said yearly rent of 8*l.* 12*s.* 6*d.* by the said letters patent reserved as aforesaid, the 3*l.* 5*s.* the other part thereof, being to be paid by the said N. S. his executors, administrators and assigns, during the residue of the said term, in manner as in the above recited indenture of assignment is mentioned and expressed) And also subject to the several covenants, conditions, provisos and agreements in the said recited letters patent contained, that have not been already performed in respect of the hereby assigned premises only: And each and every of them the said M. W. Assignors covenant. E. F. and R. H. severally, &c. doth covenant, &c. to and with the said J. M. his, &c. by, &c. in manner, &c. that is to say, That they the said M. W. E. F. and R. H. have not, nor any of them hath, done, &c. any act, &c. whereby, &c. And that for and notwithstanding any act, &c. the said herein before recited and hereby assigned letters patent now at the time of executing these presents, as are good, valid and effectual grant in law, and that the same now stand in full force and virtue for all the residue of the said term of 41 years and one quarter of a year, which is now to come and unexpired, and that the same are not forfeited, surrendered or otherwise become void or voidable: And also, &c. (Good right, to assign, quiet enjoyment, free from incumbrances, further assurance:) And the said J. M. for himself, his executors and administrators, doth hereby covenant and agree to and with the said M. W. E. F. and R. H. their executors, administrators and assigns, that he the said J. M. his, &c. shall and will from time, &c. upon the reasonable request, and at the proper costs and charges of the above named N. S. his executors, administrators and assigns, produce and shew unto him and them the herein before recited letters patent, or to his, their or any of their counsel or attorney; or if occasion require, shall produce the before recited letters patent whole, undefaced and uncanceled to the said N. S. his executors, administrators and assigns, or to his, their or any of their counsel or attorneys at law; or if occasion require, shall produce the same in any court of law or equity, for the making out the title of him the said N. S. his executors, administrators and assigns, to the herein before mentioned messuage or tenement and premises so by him purchased, and which by the herein before recited indenture of assignment of the 14th of February, 1726, were assigned to the said N. S. his executors, administrators and assigns, as aforesaid, (casualty by fire or any other inevitable accident only excepted.) And this Indenture further witnesseth, That for the consideration of 5*s.* a-piece of like lawful money to them the said M. W. E. F. and R. H. in hand paid by the said J. M. at or before the executing hereof, the receipt whereof is by them respectively acknowledged, they the said M. W. E. F. and R. H. Have, and each and every of them Hath bargained, sold, assigned, transferred and set over, unto the said J. M. his

Subject, &c.
Assignors covenant.
Done no act.
Good letters patent.
Mr: M. covenants to produce patent to Mr. S.
Assignment of three p.i.cies

his executors, administrators and assigns, all those three instruments or policies of insurance, made and taken out of a fire-office called the *Hand in Hand*, otherwise *The Amicable Contributionship for insuring Houses from Loss and Damage by Fire*, two whereof are numbered 13765 and 33719, and bearing date, &c. whereby the several sums of 150*l.* and 100*l.* are insured on the herein before assigned two messuages, situate, &c. from the date thereof for seven years, in such manner as therein mentioned, and the other of them is numbered 64646, and bears date ——— whereby the sum of ——— is insured on the herein before assigned messuage, on the East side of ——— street aforesaid, for the term of seven years from the date thereof, in such manner as therein is also mentioned; *And* all and every the sum and sums of money, interest, dividends; benefit, profit and advantage whatsoever, to arise or to be had or made by virtue of these said several policies, any or either of them. *In witness, &c.*

Assignment of a Term in a Manor, and Benefit of a Recognizance, &c. in Trust, &c.

By Indorsement.

Lord bishop by
consent of
M. W.'s ad-
ministratrix
assigns the
within men-
tioned manor,
&c.
Benefit of the
within men-
tioned recog-
nizance.
Habendum of
manors, &c.
for residue of
within men-
tioned term.
Habendum.
Benefit of re-
cognizance to
assignees, their
executors, ad-
ministrators
and assigns.
In trust for
M. W.

TO ALL PEOPLE to whom, &c. The within named *J. T.* now the most reverend father in God, lord archbishop of *Canterbury*, by and with the consent and direction of *M. W.* relict and administratrix of, &c. of *S. W.* clerk, deceased, (who was executor of the late reverend father in God *S.* lord bishop of *S.* within named) and also administratrix with the will annexed of the late right reverend father in God *S.* lord bishop of *S.* within named, testified by her signing and sealing of these indorsed presents, and in pursuance of the trust reposed in him, *Hath*, as far as in him lies, assigned and transferred unto *T. E.* and *J. W.* of *London* scriveners, being persons nominated by and in trust for the said *M. W.* *All* and singular the within mentioned manors, &c. with their respective rights, members and appurtenances, and also all the estate, &c. of him the said *J.* lord archbishop of *C.* of, in, unto and out of all and singular the said premisses, and also the whole benefit, profit and advantage of the within mentioned recognizance and statute staple; *To have and to hold* the said manors, &c. unto the said *T. E.* and *J. W.* their executors, administrators and assigns, for and during all the rest and residue of the within mentioned term of 500 years yet to come and unexpired; *And to have and to hold* the whole benefit, profit and advantage of the said recognizance and statute staple, unto the said *T. E.* and *J. W.* their executors, administrators and assigns; *In trust* nevertheless for, and for the only benefit and advantage of the said *M. W.* her executors, administrators and assigns. *In Witness, &c.*

Of a Term made by a surviving Trustee, by Direction of a Cestuy que Trust, to a Trustee nominated by the Purchaser of the Estate in Trust to attend the Inheritance.

By Indorsement.

TO ALL, &c. the within named J. S. T. C. and Sir T. W. of, &c. send greeting. *Whereas* the within named S. B. is departed this life, and thereby the _____ within mentioned are come to, and solely vested in the said T. C. by survivorship for the residue of the within mentioned term of _____ years: *Now* the said T. C. in consideration, &c. by J. J. of _____ *Hath* (at the express desire and request of the said J. S. and by his direction, and at the nomination of the said Sir T. W.) bargained, &c. (and the said J. S. hath ratified and confirmed,) and by these presents the said T. C. *Doth* bargain, &c. (and the said J. S. doth ratify and confirm) unto the said J. J. his executors, &c. *Al'* that, &c. by the within written indenture assigned to the said S. B. and T. C. for the residue of the said term of _____ years, and the reversion, &c. and all the estate, &c. *To have and to hold* the said _____ unto the said J. J. his executors, &c. from henceforth for and during all the rest, residue and remainder of the said term of _____ within mentioned yet to come and unexpired; *In trust* for the said Sir T. W. his heirs and assigns, who hath purchased the fee-simple and inheritance of the said premises, to the intent the said term may not be merged, but may wait upon and attend the freehold and inheritance of the said premises, and protect the same from mesne incumbrances. (*Covenant from C. to J. that he hath done no act to incumber, &c.*) *In witness, &c.*

Assignment of the Residue of a Term in a Moiety of an Estate, where Trustees were impowered to sell the same, and an Assignment was made in the name of both Trustees, and only executed by one, and now the other Trustees, at the Request of the said Assignee, assigns and confirms the same to the Assignee of the said Assignee.

THIS INDENTURE TRIPARTITE, made, &c. *Between* R. L. of _____ (*The Trustee that did not execute the former assignment*) of the first part, W. G. of _____ (*The assignee in the former assignment*) of the second part, and J. P. of _____ (*The now assignee*) of the third. *Whereas, &c.* (*Recital of the said assignment (therein reciting a deed to empower Sir H. G. and R. R. trustees, to sell a moiety of the estate, &c. and that W. G. had agreed for the absolute purchase thereof.) whereby it is witnessed, that in consideration of 13000l. the Trustees, by the direction of Cestuy que Trust, assigned to the said W. G. the said moiety for the residue of 500 years.*) *And whereas* the said R. L. one of the trustees to whom the moiety of the said _____ was assigned by the said indenture, dated the 9th, &c. did not receive any part of the said sum of 13000l. by the said indenture of the 13th of, &c. mentioned to be paid, and never did act in the said trust reposed in him by the said indenture, dated the 9th, &c. and was and still is unwilling to act in the said trust reposed in

Recital of the assignment executed only by one trustee.

Of the other trustee's refusing to assign.

Assignments.

in him, by the said indenture of assignment of the said moiety of the said premisses mentioned to be made by the said Sir H. G. and R. L. by the direction of the said T. G. and M. his wife, to the said W. G. *Whereby* a moiety of the legal estate of the said term of 500 years of and in the said ——— still remains vested in him the said R. L. *And whereas, &c. (Recital of an assignment of the residue of the term from W. G. to J. P.) And whereas* the said R. L. at the request of the said W. G. is willing to assign the said trust vested in him as aforesaid, and also to discharge the manor, &c. thereof: *Now this Indenture witnesseth, That* for and in consideration of the sum of 10s. a piece to the said R. L. and W. G. in hand, &c. paid by the said J. P. at, &c. the receipt, &c. and for divers, &c. *He* the said R. L. by the direction of the said W. G. testified, &c. *Have* released, assigned, set over and confirmed, and by, &c. *Doth* release, &c. unto the said J. P. his executors, administrators and assigns, *All* that moiety or half-part or share of the said manor, &c. and of all, &c. and all the estate, right, title, interest, term and number of years, trust, claim and demand whatsoever, of the said R. L. in and to the same; *To have and to hold* the said moiety or half-part of the said manor, &c. with their appurtenances, unto the said J. P. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of 500 years thereof granted, yet to come and unexpired; *Subject* to the rent on the said lease reserved. (*Covenant that R. L. has done no act of incumbrance.*) *In witness, &c.*

Of the former assignee's assignment to the now assignee.
The other trustee now willing to assign.
Assignment by the other trustee.

Of the Residue of a Term to attend the Inheritance, by an Administratrix of a surviving Trustee, by the Direction and Appointment of the Vendor to G. H. Earl of L. in Trust for H. Lord T. & al.

By Indorsement.

TO ALL, &c. the within named J. Lord W. and A. G. widow, relict and administratrix of the within named F. G. send greeting. *Whereas* the within named T. T. is dead, whereby the within named F. G. became sole possessed of the within mentioned term of 1000 years by survivorship: *And whereas* the said F. G. is since also dead intestate, and the said A. G. has taken administration to him out of the prerogative court of Canterbury, whereby, and by means whereof the within mentioned manors, &c. are legally vested in the said A. G. for the residue of the said term of 1000 years within mentioned: *Now know ye, That* the said A. G. (in consideration of the sum of, &c. the receipt, &c. and for divers, &c. *She* the said A. G. (at the request and by the direction of the said J. lord W. testified, &c.) *Have* assigned, &c. and by, &c. *Doth*, &c. unto the said G. H. earl of L. his executors, administrators and assigns, *All* and singular the within mentioned manors, &c. with their and every of their rights, &c. and the reversion, &c. and all the estate, &c. of her the said A. G. of, in and to the same; *To have and to hold* the said manors, &c. unto the said G. H. earl of L. his, &c. from henceforth for and during all the rest, residue and remainder of the said term of 1000 years now to come and unexpired, without impeachment of waste; *Upon Trust* for the right honourable H. lord T. and H. C. &c. to whom the inheritance of the manor, &c. in the
within

within written indenture comprised, are conveyed, or intended, &c. by indentures of lease and release, the lease bearing date the day next before the date of these presents, and the release being *tripartite*, bearing equal date herewith, and made or mentioned to be made between the said J. lord W. of the first part, the right honourable G. H. earl of L. the said H. lord T. the said H. C. and J. H. of, &c. of the second part, and F. C. of, &c. of the third part. *In witness, &c.*

The Beginning of an Assignment of a Term by an Administratrix, cum Testamento Annexo.

THIS INDENTURE, made, &c. *Between G. N. of ——— and J. his wife, administratrix of ——— and singular the goods and chattels of A. B. of the one part, and J. W. of ——— of the other part. (Recital of the lease to A. B.) And whereas the said A. B. is since dead, having first made his last will and testament in writing, and thereof constituted E. his wife sole executrix: And whereas the said E. (the wife) died before she could prove the said will, and thereupon letters of administration cum testamento annexo of the said A. B. (the testator) were granted to the said J. his daughter, who by virtue thereof, and the said G. N. in right of the said J. his wife, are become legally possessed of the said premises: Now, &c.*

An Assignment and Confirmation of a Term to attend the Inheritance to make good a Defect in a former Assignment, as to witnessing the Execution hereof.

THIS INDENTURE, &c. *Whereas, &c. (Recitals of deeds:) And whereas the said last recited indenture was duly signed and sealed by the said Sir C. H. in the presence of the several persons whose names are indorsed as witnesses to the execution thereof by the said Sir C. H. and dame A. his wife, but in regard the signing as well as sealing and delivery of the said last recited indenture by the said C. H. does not appear by the indorsement thereon to be in the presence of the said witnesses, some doubt or question may possibly hereafter arise, whether the same indenture was executed by the said Sir C. H. according to the strict letter of the power reserved to him by the said first recited indenture; Now this Indenture witnesseth, That for preventing all such questions and doubts, and for the considerations in the said last recited indenture mentioned, He the said Sir C. H. Doth hereby testify and declare that the said last recited indenture was duly signed, sealed and delivered by him in the presence of the said witnesses, who have indorsed their names as witnesses to the execution thereof by him the said Sir C. H. and dame A. his wife, on the back of the same indenture, and for the considerations in the same indenture mentioned; And for the confirming and assuring the said fourth part of the said manor and premises, for all the remainder now to come of the said term of 1000 years, He the said Sir C. H. by the direction and appointment of the said G. B. party to these presents testified, &c. Hath assigned, limited and appointed, and by this present indenture by him the said Sir C. H. signed and sealed in the presence of three credible witnesses, Doth assign, &c.*

unto

Assignments.

unto the said J. W. his executors, administrators and assigns, *All* that the aforesaid fourth part of the said manor: *To have and to hold* the aforesaid, &c. unto the said J. W. his, &c. from henceforth for and during all the rest, residue and remainder now to come and unexpired of the said term of 1000 years; *In Trust nevertheless* for the said G. B. party to these presents, his heirs and assigns, and to attend and wait upon the freehold and inheritance of the same premises, and to protect the same from all mesne incumbrances. *And this Indenture further witnesseth*, That for and in consideration of the sum of 5s. of, &c. to the said G. B. party to these presents, in hand paid by the said J. W. at, &c. the receipt, &c. *He* the said G. B. *Hath* assigned, ratified and confirmed; and by these presents *Doth* assign, &c. to the said J. W. the fourth part of the said manor, &c. *To hold*, &c. unto, &c. from henceforth for and during all the rest and residue now to come and unexpired of the said term of 100 years; *But nevertheless upon the trust*, and for the intent and purpose before mentioned. *In witness*, &c.

An Assignment and Confirmation by a Person on coming of Age, pursuant to a Bond given for the doing thereof.

TO ALL, &c. the within named R. M. sendeth greeting. *Whereas* the said R. M. (although she was made a party to the within written indenture) *Did* not execute the same at the time when the other parties thereto sealed and delivered the same, she the said R. M. being then an infant under the age of 21 years, but she the said R. M. having since attained her age of 21 years, hath duly executed the said said indenture: *And whereas* the within named M. W. and R. M. by their bond or obligation, bearing date, &c. became jointly bound unto W. B. and J. A. P. esqrs. in the sum of 1200*l.* with condition thereunder written, reciting, among other things, the above mentioned indenture, and that a messuage or tenement and premises, situate, &c. had been sold and assigned to W. B. gent. and that the said W. B. and J. A. P. had agreed with the said W. R. for the purchase of the said messuage and premises, and that the said R. M. being then an infant under the age of 21 years, by reason thereof had not assigned her right and interest in the said premises unto the said W. R.) it was and is by the said bond conditioned, that if the said R. M. within six months next after she attained her age of 21 years, should assign unto the said W. B. and J. A. P. or one of them, all her estate, right and interest, of, in and to the said messuage and premises, then the said obligation to be void, otherwise to remain in full force: *And whereas* by indenture tripartite of assignment, bearing date, &c. made between the said W. R. of the first part, G. B. esq. and E. his wife, of the second part, and the said W. B. and J. A. P. of the third part, (reciting as therein is recited) and for the considerations therein mentioned, the said messuage or tenement and premises were by the said W. R. absolutely assigned to the said W. B. and J. A. P. their executors and assigns, for the residue of a term of 1000 years then to come therein; nevertheless, as to the rents and profits thereof, in trust for the sole and separate use, benefit and disposal of the said E. B. during her life, and after her death, then in trust for her children, and such other trusts, intents and purposes,

as in the same indenture are mentioned, expressed and declared touching the same : *And whereas* the said *W. B.* having declined to act any further in the trust-estate of the said *E. B.* he the said *W. B.* (at the request, and by and with the consent and direction of the said *G. B.* and *E.* his wife) by indenture, bearing date, *Ec.* hath assigned and released unto the said *J. A. P.* his executors, *Ec.* (amongst other things) all his the said *W. B.*'s trust-estate, right, term of years, interest, claim and demand whatsoever, of, in and to the said messuage and premises, (subject nevertheless to the several trusts, intents and purposes in the same indenture mentioned and expressed, of and concerning the same :) *Now know ye, and these indorsed Presents witness,* That she the said *R. M.* in pursuance and performance of the condition of the said recited bond, and in execution and discharge of the same, and in consideration of the sum of 5*s.* of, *Ec.* to her paid by the said *J. A. P.* at or before the executing of these presents, the receipt, *Ec.* and for other, *Ec.* *Hath,* and by these presents she the said *R. M.* *Doth* freely, clearly and absolutely assign, remise, release, and for ever quit-claim unto the said *J. A. P.* *All* the estate, right, title, interest, term of years to come and unexpired, possession, yearly rents and profits, property, claim and demand whatsoever, both at law and in equity, of, her the said *R. M.* or of any person or persons in trust for her, of, in and to the said herein before assigned premises, and every part and parcel thereof, by virtue of the said last will and testament of her late father *J. M.* gent. deceased, or otherwise howsoever ; *To have and to hold* the said herein before assigned messuage or tenement and premises, with the appurtenances unto the said *J. A. P.* his executors, *Ec.* from henceforth for and during all the rest and residue of the said term of 1000 years, which is now to come and unexpired ; *Subject nevertheless* to, for and upon the several trusts intents and purposes, and subject to the powers, provisos and agreements in the said recited indenture *tripartite* of assignment of the 29th of *June*, *Ec.* mentioned, expressed and declared, of and concerning the same ; *And* the said *R. M.* for herself, (*Done no act to incumber.*) *In witness, &c.*

Assignment of a Term to attend the Uses of a Marriage Settlement.

WHEREAS the within demised messuage or tenement, lands, hereditaments and premises, by virtue of the other indorsement thereon written, are assigned to, and now are vested in *G. C.* of *London*, vintner, for the residue of the within mentioned term of 1000 years now to come therein ; *In trust nevertheless* for *H. S.* vintner, in such manner as in the said other indorsement thereon is mentioned, *And whereas* a marriage (by the permission of God) is forthwith intended to be solemnized between *T. S.* eldest son and heir apparent of the said *H. S.* and *E. S.* spinster : *And whereas* by indenture of lease and release, the lease bearing date the day next before, and the release being *tripartite*, and bearing even date with this present indorsement, and made between the said *H. S.* and *A.* his wife, of the first part, the said *T. S.* and *E. S.* of the second part, and *R. S.* yeoman, and *W. P.* gent (by such other additions as therein mentioned), of the third part, whereby (after reciting in the said release the said intended marriage, and for other the considerations therein mentioned) the said messuages, lands and hereditaments,

unto the said *J. W.* his executors, administrators and assigns, *All that the aforesaid fourth part of the said manor: To have and to hold the aforesaid, &c. unto the said J. W. his, &c. from henceforth for and during all the rest, residue and remainder now to come and unexpired of the said term of 1000 years; In Trust nevertheless for the said G. B. party to these presents, his heirs and assigns, and to attend and wait upon the freehold and inheritance of the same premises, and to protect the same from all mesne incumbrances. And this Indenture further witnesseth, That for and in consideration of the sum of 5s. of, &c. to the said G. B. party to these presents, in hand paid by the said J. W. at, &c. the receipt, &c. He the said G. B. Hath assigned, ratified and confirmed; and by these presents Doth assign, &c. to the said J. W. the fourth part of the said manor, &c. To hold, &c. unto, &c. from henceforth for and during all the rest and residue now to come and unexpired of the said term of 100 years; But nevertheless upon the trust, and for the intent and purpose before mentioned. In witness, &c.*

An Assignment and Confirmation by a Person on coming of Age, pursuant to a Bond given for the doing thereof.

TO ALL, &c. the within named *R. M.* sendeth greeting. *Whereas* the said *R. M.* (although she was made a party to the within written indenture) *Did not execute the same at the time when the other parties thereto sealed and delivered the same, she the said R. M. being then an infant under the age of 21 years, but she the said R. M. having since attained her age of 21 years, hath duly executed the said said indenture: And whereas* the within named *M. W.* and *R. M.* by their bond or obligation, bearing date, &c. became jointly bound unto *W. B.* and *J. A. P.* esqrs. in the sum of 1200*l.* with condition thereunder written, reciting, among other things, the above mentioned indenture, and that a messuage or tenement and premises, situate, &c. had been sold and assigned to *W. B.* gent. and that the said *W. B.* and *J. A. P.* had agreed with the said *W. R.* for the purchase of the said messuage and premises, and that the said *R. M.* being then an infant under the age of 21 years, by reason thereof had not assigned her right and interest in the said premises unto the said *W. R.*) it was and is by the said bond conditioned, that if the said *R. M.* within six months next after she attained her age of 21 years, should assign unto the said *W. B.* and *J. A. P.* or one of them, all her estate, right and interest, of, in and to the said messuage and premises, then the said obligation to be void, otherwise to remain in full force: *And whereas* by indenture tripartite of assignment, bearing date, &c. made between the said *W. R.* of the first part, *G. B.* esq. and *E.* his wife, of the second part, and the said *W. B.* and *J. A. P.* of the third part, (reciting as therein is recited) and for the considerations therein mentioned, the said messuage or tenement and premises were by the said *W. R.* absolutely assigned to the said *W. B.* and *J. A. P.* their executors and assigns, for the residue of a term of 1000 years then to come therein; nevertheless, as to the rents and profits thereof, in trust for the sole and separate use, benefit and disposal of the said *E. B.* during her life, and after her death, then in trust for her children, and such other trusts, intents and purposes

as in the same indenture are mentioned, expressed and declared touching the same : *And whereas* the said *W. B.* having declined to act any further in the trust-estate of the said *E. B.* he the said *W. B.* (at the request, and by and with the consent and direction of the said *G. B.* and *E.* his wife) by indenture, bearing date, *Ec.* hath assigned and released unto the said *J. A. P.* his executors, *Ec.* (amongst other things) all his the said *W. B.*'s trust-estate, right, term of years, interest, claim and demand whatsoever, of, in and to the said messuage and premises, (subject nevertheless to the several trusts, intents and purposes in the same indenture mentioned and expressed, of and concerning the same :) *Now know ye, and these indorsed Presents witness,* That she the said *R. M.* in pursuance and performance of the condition of the said recited bond, and in execution and discharge of the same, and in consideration of the sum of 5*s.* of, *Ec.* to her paid by the said *J. A. P.* at or before the executing of these presents, the receipt, *Ec.* and for other, *Ec.* *Hath,* and by these presents she the said *R. M.* Doth freely, clearly and absolutely assign, remise, release, and for ever quit-claim unto the said *J. A. P.* *All* the estate, right, title, interest, term of years to come and unexpired, possession, yearly rents and profits, property, claim and demand whatsoever, both at law and in equity, of, her the said *R. M.* or of any person or persons in trust for her, of, in and to the said herein before assigned premises, and every part and parcel thereof, by virtue of the said last will and testament of her late father *J. M.* gent. deceased, or otherwise howsoever ; *To have and to hold* the said herein before assigned messuage or tenement and premises, with the appurtenances unto the said *J. A. P.* his executors, *Ec.* from henceforth for and during all the rest and residue of the said term of 1000 years, which is now to come and unexpired ; *Subject nevertheless* to, for and upon the several trusts intents and purposes, and subject to the powers, provisos and agreements in the said recited indenture tripartite of assignment of the 29th of June, *Ec.* mentioned, expressed and declared, of and concerning the same ; *And* the said *R. M.* for herself, (*Done no act to incumber.*) *In witness, &c.*

Assignment of a Term to attend the Uses of a Marriage Settlement.

WHEREAS the within demised messuage or tenement, lands, hereditaments and premises, by virtue of the other indorsement thereon written, are assigned to, and now are vested in *G. C.* of London, vintner, for the residue of the within mentioned term of 1000 years now to come therein ; *In trust nevertheless* for *H. S.* vintner, in such manner as in the said other indorsement thereon is mentioned, *And whereas* a marriage (by the permission of God) is forthwith intended to be solemnized between *T. S.* eldest son and heir apparent of the said *H. S.* and *E. S.* spinster : *And whereas* by indenture of lease and release, the lease bearing date the day next before, and the release being tripartite, and bearing even date with this present indorsement, and made between the said *H. S.* and *A.* his wife, of the first part, the said *T. S.* and *E. S.* of the second part, and *R. S.* yeoman, and *W. P.* gent (by such other additions as therein mentioned), of the third part, whereby (after reciting in the said release the said intended marriage, and for other the considerations therein mentioned) the said messuages, lands and hereditaments,

hereditaments, (amongst other things) are by the said *H. S.* and *T. S.* granted and conveyed to the said *R. S.* and *W. P.* and their heirs, to for and upon the several uses, trusts, estates, intents and purposes therein mentioned, limited and expressed touching the same, as in and by the said in part recited indentures of lease and release (both executed before these presents,) relation, &c. *And whereas*, previous to and before the executing of the said indentures of lease and release, it was and is agreed, that the said within mentioned term of 1000 years, as the said hereditaments and premisses comprised therein should be assigned to *R. S.* of, &c. *In trust*, and to and for the end and purpose herein after mentioned and expressed. *Now these Presents witness*, That in pursuance of the said agreement, and for and in consideration of the said intended marriage, and also in consideration of the sum of 10 of, &c. to the said *H. S.* and *G. C.* in hand paid by the said *R. S.* & &c. the receipt, &c. he the said *G. C.* (at the request and by the direction and appointment of the said *H. S.* testified, &c.) and also the said *H. S.* *Have*, and each of them *Had*, and by these presents the said *G. C.* and *H. S.* *Do*, and each of them *Doth* bargain, sell, assign, transfer and set over unto the same *R. S.* *All* that the said within mentioned messuages or tenements, lands, and all and singular other the hereditaments and premisses by the within written indenture demised by the within named *J. H.* to the within named *R. S.* of, &c. or which in and by the said other indorsement hereon, were then assigned to the said *G. C.* with their and every of their appurtenances and also all the estate and estates, right, title, interest, reversion, term of years to come, property, claim and demand whatsoever, howsoever, either at law or in equity, of them the said *G. C.* & *H. S.* or of either of them, or of any person or persons *In trust* for them, or either of them, of, in, or to the said hereby assigned hereditaments and premisses, or any part thereof, by virtue of the said within written indenture, and the said assignment thereof, or either of them, or otherwise howsoever, together with the same indenture and indorsement, *To have and to hold* the said messuages or tenements, lands, hereditaments, and all and singular other the herein before mentioned and intended to be hereby assigned premisses, with the said and every of their appurtenances, unto the said *R. S.* his executors, administrators and assigns, from henceforth for and during the residue and remainder of the said within demised term of 1000 years which is now to come and unexpired, *Nevertheless in trust*, and to attend, wait on, and be subservient to the several uses, trusts, estates, intents and purposes, in and by the above in part recited indenture of lease and release mentioned, limited and expressed, of and concerning the said hereditaments and premisses, to the end, intent and purpose to protect the same premisses from and against all mesne incumbrances (if any such there be;) and the said *G. C.* for himself, &c. doth hereby covenant with the said *R. S.* his, &c. (*Covenant that he has done no* &c. *In witness*, &c.

An absolute Assignment by a Lessee to a Purchaser of the Moiety of the Farm which was not purchased, to the Intent that Purchaser might be in Occupation of the whole.

By Indorsement on the Lease.

WHEREAS the within named *T. A.* did lately purchase to the use *T. A.* part of him, his heirs and assigns, the fee-simple and inheritance of ^{chases one} one moiety or half-part, of and in the within demised messuages or ^{moiety.} tenements, lands, hereditaments and premisses: *And whereas* by indenture of lease and release, the lease bearing date the day next before, and the release bearing even date with, and both executed immediately before these presents, he the said *T. A.* for the considerations therein mentioned, *Hath* granted and conveyed his said moiety or half-part of and ^{who conveys} in the said within mentioned messuages or tenements, lands, hereditaments and premisses so by him purchased as aforesaid, unto and to the ^{the same to} use of *W. S.* of, &c. by virtue of which indentures, he the said *W. S.* is now in the actual possession thereof: *And whereas*, previous to, and before the execution of the said indentures of lease and release, it was ^{who is in possession thereof.} agreed that the residue now to come of the within mentioned and demised term of fourteen years, of and in the other moiety of the said messuages or tenements, lands and premisses, to the intent to alter the ^{Agreement to assign to him the other moiety to alter the property thereof.} property thereof, should be by him the said *T. A.* assigned to the said *W. S.* in such manner, as subject and herein after is mentioned: *Now these Presents witness*, That in pursuance of the agreement, and to the said intent the property of the said *T. A.* of and in the said other moiety of the hereditaments and premisses may be altered, and that the same may become vested in the said *W. S.* as well as the other moiety by him purchased as aforesaid, during the now residue of the said demised term therein; and for and in consideration of the sum of 5*l.* ^{Consideration.} of lawful money to the said *T. A.* in hand paid by the said *W. S.* at, &c. the receipt, &c. *He* the said *T. A.* *Hath*, and by these presents ^{Assignment.} *Doth* absolutely bargain, sell, assign, transfer and set over unto the said *W. S.* his executors, administrators and assigns, ^{Parce a.} *All* that the said other moiety or half-part, of and in the said within mentioned messuages or tenements, lands, and all and singular other the hereditaments and premisses comprised in, or which by the within written indenture were thereby demised to the said *T. A.* with their and every of their appurtenances, and all the estate, right, title, interest, term of years to come, possession, property, claim and demand whatsoever of him the said *T. A.* of, in or to the said hereby assigned premisses, or any part thereof, by virtue of the within written indenture of lease, or otherwise howsoever, together with the same indenture, and all benefit and advantage whatsoever to be had or made thereof; *To have and to* ^{Habendum.} *hold* all and singular the herein before mentioned and intended to be hereby assigned premisses unto the said *W. S.* his executors, administrators and assigns, from henceforth, for and during all the residue of the within mentioned term of 14 years, which is now to come and unexpired, and that in as full, &c. ^{Subject, &c.} *Subject nevertheless* to the payment of the yearly sum of 15*l.* (being one moiety or half-part of the within reserved yearly rent of 30*l.*) and also to the covenants, conditions

ner herein before limited for payment thereof, then and from thenceforth these presents, and every thing therein contained shall cease, determine, and be absolutely void ; *And also*, that until default shall be made in payment of the said sum of 200*l.* and interest, or some part thereof, in breach of the covenant herein before contained for payment thereof, it shall and may be lawful, to and for the said *A.* his executors, administrators and assigns, to hold and enjoy the piece or parcel of ground, messuage or tenement and premises hereby assigned, with their and every of their appurtenances, and the rents and profits thereof, take and receive, to his and their own use, without the lawful let, suit, interruption, disturbance, claim and demand whatsoever; of, from or by the said *B.* or any person or persons whatsoever, lawfully claiming or to claim by, from or under her. See *post*.

Assignment of Terms of Years for securing the Payment of a Sum of Money.

THIS INDENTURE TRIPARTITE, made, &c. *Between J. B.* of — of the first part, *S. T.* of — of the second part, and *R. S.* of — of the third part. *Whereas* by indenture *quincupartite*, bearing date the day next before the day of the date hereof, made or mentioned to be made between *G. S.* of — gent. of the first part, the said *S. T.* of the second part, *T. C.* of — and *T. W.* of the third part, the said *J. B.* and *T. B.* of the fourth part, and the said *R. S.* of the fifth part, reciting as therein is recited, for the several considerations, and to the several uses, trusts, intents and purposes therein particularly mentioned and expressed, they the said *T. S.* and *T. W.* by the direction and appointment of the said *G. S.* *S. T.* and *R. S.* testified by their being made parties to the same indenture, and their signing and sealing thereof; and also the said *G. S.* *S. T.* and *R. S.* and each and every of them, did fully, clearly, and absolutely bargain, sell, assign, transfer, and set over unto the said *J. B.* and *T. B.* their executors, administrators and assigns, the three several indentures of lease therein particularly mentioned and recited, being grants and demises of certain liberties and privileges of digging up ground, and laying pipes for conveyances of water in the streets, lanes, and open places of the town of *Portsmouth*, in the county of *Southampton*, and of a certain messuage or tenement, and certain water-mills, a and piece of meadow ground, a wind-mill, and other things, situate or lying in or near the said town of *Portsmouth*, or within the liberties thereof, for divers long terms of years therein yet to come and unexpired, and also all and singular the liberties and privileges granted by a certain order in the said *quincupartite* indenture, mentioned to be made by the right honourable the earl of, &c. and all other the estates and interests which were some time since granted or assigned, or meant, mentioned, or intended to be granted or assigned to them the said *T. C.* and *T. W.* or either of them, in or by the two several *tripartite* indentures in the said *quincupartite* indenture mentioned and recited, upon several trusts in the said *tripartite* indentures particularly expressed, with their and every of their rights, members and appurtenances; *And* all the estate, right, title, interest, and term and terms of years, to come and unexpired, use, trust, property, profit, claim and demand whatsoever of them the said *T. C.* *T. W.* *G. S.* *S. T.* and *R. S.* or any of them,

The premises.

them, of, in or to the premises, or any part or parcel thereof, by force, virtue or means of the said three several indentures of lease, and the said order, and the said two *tripartite* indentures, or any of them, or otherwise howsoever, together with the said indentures of lease, order, *tripartite* indentures, and several indentures of assignment in the said *quincupartite* indenture particularly mentioned and recited; *To The habendum.* have and to hold all and singular the premises in or by the said *quincupartite* indenture assigned, or meant, mentioned, or intended to be assigned, with their and every of their rights, members and appurtenances, unto the said J. B. and T. B. their executors, administrators and assigns, from thenceforth, for and during all the rest and residue of the several terms of years, in or by the said three several leases granted them, to come and unexpired; *In trust nevertheless,* and to the intent and purpose, that the said J. B. and T. B. should the day next after the date thereof, by indenture under their hands and seals duly executed, assign and transfer to the said R. S. his executors, administrators and assigns, all and singular the premises therein before mentioned or intended to be thereby assigned to them the said J. B. and T. B. with their and every of their rights, members and appurtenances, for all the rest and residue of the said several terms of years therein above-mentioned, which should be then to come and unexpired, under a proviso or condition nevertheless, to be void in case the said R. S. his executors, administrators or assigns, or some of them, shall not or do not pay, or cause to be paid to the said S. T. his executors, administrators or assigns, the sum of two thousand five hundred pounds of lawful money, &c. on, &c. without any deduction or abatement: *And upon* further trust, that if any default should happen to be made of or in payment of the said sum of two thousand five hundred pounds, contrary to the true intent and meaning of the said proviso or condition, that then the said J. B. and T. B. their executors and administrators, shall immediately after such default enter upon all and singular the premises, which should be so as aforesaid assigned or transferred to the said R. S. with their and every of their rights, members and appurtenances, and shall from thenceforth stand and be possessed of the same and every part thereof; *In Trust* to and for the only proper use, benefit and behoof of the said S. T. his executors, administrators and assigns, during all the then residue and remainder of the said several terms of years, by the said several recited indentures of lease granted, which shall be then to come and unexpired, and to and for no other use, intent or purpose whatsoever, as by the said recited *quincupartite* indenture of assignment, relation being thereto had, may more fully and at large appear: *Now this Indenture witnesseth,* That as well for and in consideration of the sum of, &c. to each of them the said J. B. and T. B. in hand paid, at or before the enfealing and delivery of these presents by the said R. S. the receipt whereof they do hereby respectively acknowledge, and in pursuance of the trust reposed in them by the said recited *quincupartite* indenture, they the said J. B. and T. B. by and with the privity, consent and direction of the said S. T. assisted by his being a party to, and his signing and sealing of these presents, have bargained, sold, assigned, transferred and set over, and by these presents do fully and absolutely bargain, sell, assign, transfer and set over unto the said R. S. his executors, administrators and assigns, the said three before mentioned indentures of lease, and all and singular

In trust that the assigns should assign the premises to a third person.

Proviso, the assignment to be void upon failure of payment of a sum of money.

Condition of entry for non-payment.

In trust for the assignee.

Assignment of the said three indentures of lease.

the premisses in or by the said indentures of lease, every or any of them, demised, or meant, mentioned and intended to be demised ; *And also* the liberties and privileges granted by the afore-mentioned order, and all and singular other the premisses granted or assigned, or meant, mentioned and intended to be granted or assigned to the said J. B. and T. B. or either of them, in or by the said recited *quinquepartite* indenture, with their and every of their rights, members and appurtenances ; *And* all the estate, right, title, interest, term and terms of years to come and unexpired, use, trust, property, profit, claim and demand whatsoever of them the said J. B. and T. B. or either of them, of, in or to the same, or any part or parcel thereof, by force, virtue or means of the said before mentioned indentures of lease, the said order and indentures of assignment, or any of them, or otherwise howsoever ;

The Habendum. *To have and to hold* the said three several indentures of lease, and all and singular other the premisses hereby assigned, or meant, mentioned and intended to be hereby assigned, with their and every of their rights, members and appurtenances, unto the said J. S. his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the several terms of years, in or by the said several indentures of lease granted, yet to come and unexpired. *Provided always,* and this present assignment is upon this express condition, that if the said R. S. his executors, administrators or assigns, or some of them, shall not, or do not well and truly pay, or cause to be paid unto the said S. S. his executors, administrators or assigns, the full and just sum of two thousand five hundred pounds of lawful, &c. with interest for the same after the rate of, &c. at or upon, &c. next ensuing the date hereof, without any deduction, defalcation or abatement of, &c. in respect of any taxes, rates, assessments, or otherwise howsoever ;

Proviso for the payment of a sum of money.

And in default of payment this assignment to be void.

And the assignor to re-enter.

Covenants for payment of the sum of money.

Then and in case of any default made in payment of the said money, or any part thereof, this present deed of assignment, and every clause, article and thing therein contained, shall cease, determine, and become and be utterly void and of none effect. *And* from and immediately after any such default, it shall and may be lawful to and for the said J. B. and T. B. their executors or administrators, to re-enter upon, hold and enjoy all and singular the premisses herein before mentioned, or intended to be hereby assigned, and every part and parcel thereof, and the rents, issues and profits thereof to receive and take during the then remainder of the said several terms of years, upon and under the trusts limited and appointed in and by the said recited *quinquepartite* indenture, for the said S. T. his executors, administrators and assigns ; any thing herein contained to the contrary thereof in any wise notwithstanding : *And* the said R. S. for himself, his heirs, executors, administrators and assigns, and every of them, doth covenant, promise and agree, to and with the said S. S. his heirs, executors, administrators and assigns, and to and with every of them by these presents, that he the said R. S. his heirs, executors, administrators and assigns, some or one of them, shall and will, well and truly pay, or cause to be paid unto the said S. S. his executors, administrators or assigns, the said full and just sum of two thousand five hundred pounds, with interest for the same as aforesaid, such days and times, and in such manner and form as is in the above mentioned proviso or condition is limited or appointed for payment.

payment thereof, without any deduction or abatement whatsoever, according to the true meaning of the said proviso or condition.
In witness, &c.

Assignment of Terms of Years in Trust by way of Mortgage.

THIS INDENTURE TRIPARTITE, made, &c. *Between C. F.*
of, &c. on the first part, S. S. of *London*, merchant, on the
second part, and J. B. and E. B. of *London*, linen-drappers, on the third
part. *Whereas* by indenture of lease tripartite, bearing date, &c. Recital of the
indenture of
lease.
made between the said S. S. party to these presents, of the first part,
W. G. of, &c. bricklayer, of the second part, and T. P. of, &c. gent.
of the third part, (reciting as therein is recited) he the said S. S. for
the considerations therein mentioned, *Did* demise to the said T. P. all The Premises;
those, &c. situate, lying and being, &c. as the same are more parti-
cularly described in the said indenture; and also all those, &c. and all
other erections and buildings whatsoever, then erected and built in or
upon the back ground, lying, &c. together with a yard thereunto be-
longing, and lying, &c. and all ways, passages, yards, lights, ease-
ments, waters, water-courses, profits, advantages and appurtenances
whatsoever, to the said demised premises belonging, or in any wise
appertaining; *To hold* to the said T. P. his executors, administrators
and assigns, from, &c. last past before the date of the said indenture, The habendum;
for the term of fifty-two years, and one quarter of a year, at the
yearly rent of, &c. payable quarterly; *And whereas* by mistake the
said, &c. are expressed in the said recited indenture to be four in num-
ber, but are really no more than three, one house which was for-
merly standing, &c. being now made into, &c. *And whereas* by in- Recital of the
assignment of
the said inden-
ture of lease.
denture tripartite, bearing date the day next before the day of the date
of these presents, he the said T. P. for the considerations therein
mentioned, did absolutely assign to the said C. F. the said recited
indenture of lease, and the premises thereby demised, and all his es-
tate, right, title, interest, claim and demand, of, in, to or out of the
said demised premises; *To hold* to the said C. F. his executors, admini- The habendum;
strators and assigns, from, &c. then and now last past, for all the
remainder of the said term of fifty-two years and one quarter of a year,
by the said recited indenture of lease granted, then to come and un-
expired; *Subject* nevertheless unto, and chargeable with the principal Subject to the
payment of a
sum of money
to a third
part.
sum of, &c. secured to the said S. S. by an indenture of assignment,
by way of mortgage, made of the said premises by the said T. P. to
J. B. and T. B. of *London*, linen-drappers, in trust for the said S. S. his
executors, administrators and assigns, and also subject to the interest
thereof from, &c. last. *And whereas* the said S. S. for the several Who demises
the premises.
considerations in the said tripartite indenture mentioned, did thereby
demise to the said C. F. the said, &c. and all and singular other the
premises by the said recited indenture of lease demised with their ap-
purtenances; *To hold* to the said C. F. his executors, administrators The habendum;
and assigns, from, &c. which will be, &c. for the term of fifty-two
years from thence next ensuing, and fully to be compleat and ended, at
the yearly rent of, &c. payable quarterly, as in and by the said several
recited indentures, relation being thereunto respectively had, may more
fully appear: *And whereas* the said C. F. and S. S. have agreed, That the
said

Assignment of
all the pre-
mises by way
of mortgage.

The habendum.

Proviso on
re-payment
of the money,
this indenture
to be void.

Covenant that
the mortgagees
shall re-assign.

Covenant for
payment of the
money.

said last recited indenture of lease, and the premises thereby demised, shall be made subject to the payment of the said sum of, £*c.* with such interest as is or shall become due for the same, from, £*c.* *Not this Indenture witnesseth,* That in performance of the said agreement, and in consideration of, £*c.* by the said *J. B.* and *T. B.* to the said *C. F.* in hand well and truly paid; the receipt whereof is hereby acknowledged, he the said *C. F.* at the nomination and by the appointment of the said *S. S.* (testified by his being a party, and his signing and sealing hereunto) hath granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over, unto the said *J. B.* and *T. B.* the said two several recited indentures of lease, and all, £*c.* therein or thereby, or in or by either of them, granted or demised, with their and every of their appurtenances; and also all the estate, right, title, interest, term of years yet to come and unexpired, use, fruit, property, benefit, claim and demand whatsoever of him the said *C. F.* of, in, to or out of the same, or any part or parcel thereof, in any wise whatsoever, *To have and to hold* the said two recited indentures of lease, and all and singular other the premises herein before mentioned or intended to be hereby assigned, with their and every of their appurtenances, unto the said *J. B.* and *T. B.* their executors, administrators and assigns, from thenceforth, for and during all the rest and residue of the said respective terms of fifty-two years and one quarter of a year, and fifty-two years, in and by the said two recited indentures of lease granted, and yet to come and unexpired; *In trust* nevertheless to and for the only proper use and behoof of the said *S. S.* his heirs, executors, administrators and assigns: *Provided* always, and it is agreed by and between *All the* said parties to these presents, That if the said *C. F.* his executors, administrators or assigns, shall and do well and truly pay or cause to be paid to the said *S. S.* his heirs, executors, administrators or assigns, the full sum of, £*c.* of good, £*c.* with lawful interest for the same, in manner and form following, (that is to say,) the sum of, £*c.* without any deduction, defalcation or abatement, for or in respect of any taxes, charges, payments or assessments, ordinary or extraordinary, by authority of parliament, or otherwise howsoever; then this present indenture, as to the assignment hereby made, and the estate and interest hereby granted of and in the said last recited indenture of lease, shall cease, determine, and become utterly void, and of none effect; *And* the said *J. B.* and *T. B.* their executors, administrators or assigns, shall and will at any time after such payment assign the said first recited indenture of lease, and the premises thereby granted, to the said *C. F.* his executors, administrators or assigns, or to such person or persons as he or they shall appoint, and at his or their charges, free from all incumbrances by or under them the said *J. B.* and *T. B.* or either of them; *And* the said *C. F.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said *S. S.* his heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to say,) That he the said *C. F.* his heirs, executors, administrators and assigns, or some of them, shall and will well and truly pay, or cause to be paid unto the said *S. S.* his heirs, executors, administrators or assigns, the said principal sum of, £*c.* together with lawful interest for the same, at the several and respective days or times, and in such manner and form as

in the proviso above written is or are mentioned or appointed for payment thereof, without any deduction, defalcation or abatement as aforesaid. *And* that in case any default shall happen to be made of or in payment of the said principal sum of, £c. or the interest thereof, or any part thereof, at the respective days or times herein before limited or appointed for the payment thereof, That then and from thenceforth it shall and may be lawful to and for the said J. B. and T. B. their executors, administrators or assigns, into all and singular the said hereby assigned premisses, or any part or parcel thereof, in the name of the whole to enter, and the same from thenceforth, for, and during all the rest and residue of the said respective terms of fifty-two years, and one quarter of a year, and fifty-two years, which shall be then to come and unexpired, peaceably and quietly to have, hold and enjoy; and the rents, issues and profits thereof to receive and take, to and for the only proper use and behoof of the said S. S. his executors, administrators or assigns, without any manner of denial, let, suit, trouble, hindrance, interruption, eviction, ejection, molestation, or disturbance of or by him the said C. F. his executors, administrators or assigns, or any other person or persons whatsoever. *And* that he the said C. F. his executors, administrators and assigns, and all other persons claiming under him or the said T. P. shall and will, at all or any time or times after breach of the said proviso, make, do, &c. *for further assurance.* *And* lastly, 'It is hereby mutually agreed, by and between all the said parties to these presents, that until default shall happen to be made of or in payment of the said principal money and interest, or of some part thereof, at the days or times herein before limited or appointed for payment of the same: they the said J. B. and T. B. their executors, administrators and assigns, shall and will permit and suffer the said C. F. his executors, administrators or assigns, to have, hold and enjoy all and singular the said hereby assigned premisses, and to receive and take the rents, issues and profits thereof, to his and their own proper use and behoof, without rendering any account to the said J. B. and T. B. their executors, administrators or assigns, for or concerning the same. *In Witness, &c.*

Covenant for entry in case of non-payment.

Assignment of an Indenture of Lease to a Man and his Wife, by way of Mortgage.

THIS INDENTURE, made, &c. *Between* W. S. of, &c. gent. of the one part, and J. W. citizen and brewer of London, and Mary his wife, of the other part. *Whereas* by indenture of lease, bearing date, &c. made or mentioned to be made between J. S. of, &c. gent. on the one part, and R. C. of the same parish and county, carpenter, on the other part, the said J. S. for the consideration therein mentioned, did betake, set, and to farm let, unto the said R. C. *All* that piece or parcel of ground, being part of certain fields then in building by R. F. bricklayer, lying and being in the parishes of, &c. containing, &c. all which said premisses are more particularly described in a plot or schedule thereof annexed to the said indenture of lease, and were the lately amongst other things demised and leased unto the said J. S. by the said R. F. and W. P. gent. by indenture of lease bearing date, &c. for a longer term of years than is granted by the said recited indenture, under the yearly rent of, &c. together with all ways, privileges, commodities and appurtenances, to the said demise-

Recital of the indenture of lease.

The premisses being a piece of ground on which houses are building.

ing

Habendum for a term of years.

Recital of an indenture of lease of one of the said houses. The habendum.

Recital of an indenture of lease of parcel of the said ground.

All which indentures are lawfully vested in the lessor.

Covenant of assignment of all the premises.

ing or in any wise appertaining; *To hold* the said piece or parcel of ground, and all other the premises, with the appurtenances, unto the said R. C. his executors, administrators and assigns, for the term of, *Et c.* commencing, *Et c.* under the rent of, *Et c.* for the first year of the said term, and of the rent or sum of, *Et c.* for the remainder of the said term, payable to the said J. S. his executors, administrators or assigns, at the four most usual feast days or times of payment in the year therein mentioned, by even and equal portions, as by the said recited indenture of lease, amongst divers other covenants, clauses and things therein mentioned, relation being thereunto had, may more plainly and fully appear: *And whereas* the said R. C. by indenture of lease, bearing date, *Et c.* for the consideration therein mentioned, did demise unto J. F. of, *Et c.* gent. *All* that messuage or tenement, situate, *Et c.* containing the several dimensions, and abutting in such manner and form as in the said last recited indenture of lease, and the ground-plot thereunto annexed, are particularly mentioned and expressed; *To hold* the said messuage or tenement, with the appurtenances, unto the said J. F. his executors, administrators and assigns, from, *Et c.* for the term of, *Et c.* under the yearly rent of a pepper-corn only (if lawfully demanded,) as and by the said last recited indenture of lease, relation being thereunto had, may more plainly appear; which said messuage or tenement so demised to the said J. F. was built upon the said piece or parcel of ground by the said first recited indenture of lease granted to the said R. C. which was then designed and laid out to be built by the said R. C. his under-tenants or assigns, into a new court, then called or intended to be called, *Et c.* leading out of, *Et c.* into, *Et c.* *And whereas* the said R. C. by one other indenture of lease, bearing date, *Et c.* for the considerations therein mentioned, did demise unto J. T. jun. of the parish of, *Et c.* paver, and E. his wife, *All* that piece or parcel of ground fronting the said intended court on the South side thereof adjoining East, *Et c.* and containing the several dimensions in the same indenture of lease, and the ground-plot thereunto annexed, particularly mentioned; *To hold* to the said J. T. and E. his wife, their executors, administrators and assigns, from, *Et c.* then last past, for the term of, *Et c.* under the yearly rent of, *Et c.* payable, *Et c.* as by the said last recited indenture, relation being thereunto had, may more fully appear: *And whereas* as well the said first recited indenture of lease to R. C. as also the said two other recited indentures of lease from the said R. C. to the said J. F. and J. T. and E. his wife, are by good and sufficient conveyances and assurances in the law fully come to and vested in the above named W. S. for the residue of the terms by the said recited indenture of lease granted, yet to come and unexpired: *Now this Indenture witnesseth*, That the said W. S. for and in consideration of the sum of, *Et c.* to him in hand paid at or before the sealing and delivery of these presents by the above named J. W. and M. his wife, the receipt whereof the said W. S. doth hereby acknowledge, and thereof, and of every part thereof doth acquit, exonerate and discharge the said J. W. and M. his wife, their heirs, executors and administrators, and every of them for ever by these presents, and for other good causes and considerations him hereunto moving, *Have* granted, assigned, transferred and set over, and by these presents doth grant, assign, transfer and set over unto the said J. W. and M. his wife, as well the said first recited indenture of lease, and all that piece or parcel of ground there-

by letten or demised, or mentioned or intended to be thereby let or demised, and every part thereof, with the appurtenances, as also all those other messuages or tenements thereupon now standing, erected and built, and now or late in the several tenures or occupations of, &c. or some of them, their or some of their under-tenants or assigns, being now commonly called or known by the name of, &c. and also all other erections, edifices and buildings, in or upon the said piece or parcel of ground, or any part thereof, now erected and built, with their and every of their rights, members and appurtenances, and all the estate, right, title, interest, use, trust, property, profit, benefit, advantage, claim and demand whatsoever of him the said W. S. of, in or to the same, or any part thereof, together with the said two last recited indentures of lease, and the assignments thereof, and all other assignments, counterparts of leases, deeds, evidences and writings, touching or concerning the same premises, or any part thereof; *To have and to hold* the said first recited indenture of lease, and the said piece or parcel of ground thereby demised, and the messuages or tenements thereupon erected and built, and all and singular other the premises herein before mentioned or intended to be hereby granted and assigned, and every part thereof, with their and every of their rights, members and appurtenances, unto the said J. W. and M. his wife, their executors, administrators and assigns, from the day of the date of these presents, for and during the rest and residue of the said term of, &c. by the said first recited indenture of lease granted, yet to come and unexpired. *Provided* always, and upon condition nevertheless, That if the said W. S. his executors, administrators or assigns, or any of them, shall and do, well and truly pay or cause to be paid unto the said J. W. and M. his wife, their executors, administrators or assigns, or any of them, at or in the now dwelling-house of them the said J. W. and M. his wife, situate, &c. on, &c. next ensuing the date hereof, the full and whole sum of, &c. without any deduction, defalcation or abatement, for or in respect of any taxes, rates, assessments or charges, to be taxed, rated or set upon the said premises, or the said sum of money, by authority of parliament or otherwise, or for any other matter, cause or pretence whatsoever; that then and from thenceforth this present indenture, and the grant and assignment hereby made, and every article, clause, matter and thing herein contained, shall cease, determine and become absolutely void and of none effect. *And* the said W. S. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said J. W. and M. his wife, their executors, administrators and assigns, and every of them, by these presents, in manner and form following, (that is to say,) That he the said W. S. his heirs, executors, administrators or assigns, or some of them, shall and will, well and truly pay, or cause to be paid unto the said J. W. and M. his wife, their executors, administrators or assigns, the said sum of, &c. at the time and place above mentioned, without any deduction, defalcation or abatement as aforesaid; *And also*, That the recited indenture of lease is a good and sufficient lease, valid in the law, and is yet in being, and not forfeited, surrendered, or any ways determined or become void, and that he the said W. S. hath good power and lawful authority in himself to assign and set over the same, and all other premises hereby granted and assigned, unto the said J. W. and M. his wife, their executors, administrators and assigns, in manner and form aforesaid.

Habendum to the assignees for the residue of the term.

Proviso that upon the assignor's paying a sum of money to the assignee, this present assignment to be void.

Covenant for the payment of the said sum, &c.

Covenant that the hereby assigned indenture of lease is valid in the law, and that the assignor hath full power to assign, &c.

Covenant that in case of failure of payment, the assignee may enter and enjoy, &c.

And that the premises are free from incumbrances.

Covenant to make further assurances, as counsel shall advise.

Covenant that the assignor shall enjoy till default of payment.

aforsaid. *And* that if default shall happen to be made of or in payment of the said sum of, &c. or any part thereof, at the time herein before limited for payment thereof, that then, or at any time after, it shall and may be lawful to and for the said J. W. and M. his wife, their executors, administrators or assigns, or any of them, into all and singular the premises hereby granted and assigned, and every part thereof to enter, and the same from henceforth for and during all the rest and residue of the said term of, &c. which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and the rents, issues and profits thereof to have and take to his and their own proper use and behoof, without any manner of let, suit, trouble, hindrance, denial, eviction, expulsion or interruption, of or by the said W. S. his executors, administrators or assigns, or any of them, or any other person or persons whatsoever. *And* that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said W. S. his heirs, executors or administrators, or some of them, well and sufficiently saved, kept harmless and indemnified, of and from all and all manner of former and other grants, bargains, sales, leases, assignments, mortgages, estates, titles, troubles, charges and incumbrances whatsoever. *And likewise*, That if any default shall happen to be made as aforesaid, he the said W. S. his executors, administrators and assigns, and all other persons having or lawfully claiming any estate or interest, of, in, to or out of the said premises, or any part thereof, shall and will at any time after, upon the reasonable request, and at the costs and charges in the law, of the said J. W. and M. his wife, their executors, administrators or assigns, make and do all such further acts and things, for the better and more perfect assuring and conveying of the said premises herein before mentioned and intended to be hereby granted or assigned, with the appurtenances, unto the said J. W. and M. his wife, their executors, administrators and assigns, for all the residue of the said term, &c. which shall be then to come and unexpired; as by the said J. W. and M. his wife, their executors, administrators or assigns, his, her or their counsel in the law, shall be reasonably devised, advised or required. *And lastly*, it is agreed between the said parties to these presents, that until such default shall happen to be made, as aforesaid, the said W. S. his executors, administrators and assigns, shall and may receive and take all the rents, issues and profits of the premises, to his and their own use, without any account to be made or given unto the said J. W. and M. his wife, their executors, administrators or assigns, for or concerning the same. *In witness, &c.*

Further Charge by Assignment of the same Premises by an Indorsement thereon, made by the Purchaser of the Equity of Redemption, in Consideration of the Sum lent the Mortgagor, and of more lent to them by the Mortgagee.

Recital of purchase.

WHEREAS C. of, &c. hath purchased of the within named A. the equity of redemption of the piece, &c. in and by the within written indenture assigned, and the same premises are by indenture, bearing date, &c. last past, before the date hereof, and made between the said A. of the one part, and the said C. of the other part, assigned and set over (subject to the within written mortgage) unto the said C. for

for the residue of the term of 98 years within mentioned: *And whereas* the principal sum of 200*l.* in and by the within written indenture mentioned to be lent by *B.* therein named, is still due and owing to her upon the same security, but all interest, that hath accrued or become due for the same to the day of the date hereof, is paid and discharged; *Now know all Men by these Presents*, that for and in consideration of the said sum of 200*l.* so due and owing to her the said *B.* upon the within written security; and also for and in consideration of the further sum of 100*l.* of, &c. to him to the said *C.* by the said *B.* at or before the sealing and delivery hereof, lent and well and truly paid, the receipt of which said sum of 100*l.* he the said *C.* doth hereby acknowledge, and thereof, &c. *And for the better and more effectual securing the said several sums of 200*l.* and 100*l.* so advanced and lent by the said *B.* to the said *A.* and *C.* respectively as aforesaid, making together 300*l.* with interest for the same, in such manner as is herein after mentioned, he the said *C.* Hath granted, bargained and sold, assigned and confirmed, and by these presents *Doth*, &c. unto the said *B.* her executors, administrators and assigns, the piece or parcel of ground within mentioned, and the messuages, &c. *To have*, &c. the said piece or parcel, &c. to the said *B.* her, &c. from henceforth, for and during all the residue, &c. *Provided nevertheless*, and it is hereby agreed and declared, that if the said *C.* his, &c. do or shall pay, or cause to be paid unto the said *B.* her, &c. the sum of 300*l.* of, &c. with interest for the same, at the times and in manner hereafter mentioned and appointed for payment thereof, then the said *B.* and all and every person and persons having or claiming any estate, right, title or interest, of, in, to or out of the premises hereby assigned and confirmed, or any part thereof, by, from or under her, shall and will at any time from thenceforth, at the request, costs and charges of the said *C.* his executors, administrators or assigns, make, seal and execute, or cause and procure to be made, sealed and executed, all and every such act and acts, thing and things, devises and assurances in the law whatsoever, for the re-assigning, assuring and confirming the said piece or parcel of ground, messuage or tenement and premises hereby assigned and confirmed, with their and every of their appurtenances, unto the said *C.* his executors, administrators or assigns, or unto such person or persons as he or they shall in that behalf nominate and appoint, as by, &c. so as, &c. doth hereby covenant, &c. (to pay the whole money) And, &c. (Agreements that till default, the now assignor shall enjoy as in the foregoing assignment.) In witness, &c.*

Consideration.

Habendum.

Proviso that if the money is paid the mortgage shall reassign.

Assignment of two Leases by way of Mortgage.

THIS INDENTURE, &c. Between &c. *Whereas*, &c. (Recite the two Leases, &c.) *And whereas* by virtue of several mesne assignments, wills, administrations and other good assurances in law, the said two several indentures of lease, and the several messuages or tenements and premises thereby respectively demised, are now come unto, and legally vested in him the said *B. H.* for the residue of the said several terms of ——— years and ——— years thereby respectively granted, which are yet to come and unexpired, as in and by the said several in part recited indentures of lease, mesne assignments, wills and

administra-

administrations, relation being to them respectively had, &c. *Now this Indenture witnesseth, &c. To hold, &c. yet to come and unexpired, under the rent and covenants in and by the said recited indentures of lease granted, which, from Michaelmas day last, on the lessees part and behalf are or ought to be kept, done and performed. Provided always nevertheless, &c. (As in the two last forms.)*

An Assignment of a Lease and Demise of a Rectory by way of Mortgage.

THIS INDENTURE, made, &c. *Between J. C. of, &c. clerk, and S. his wife, relict and administratrix of S. T. late, &c. yeoman, deceased, on the one part, and T. W. of, &c. clerk, on the other part. Whereas E. K. widow, by indenture of lease, bearing date on or about, &c. did demise to the said S. T. in his life-time, all that*

Recital of the lease.

The premises. capital messuage or farm called, &c. and the buildings and lands thereunto belonging, or therewith then, or theretofore used and enjoyed, containing by estimation, &c. lying, &c. and then in the tenure of the said S. T. or his assigns, (except as in the said indenture of lease is excepted) for the term of, &c. at the yearly rent of, &c. payable, &c. as by the said recited indenture, relation being thereunto had, may more fully appear: *Now this Indenture witnesseth, That in consideration of the sum of, &c. of good, &c. to them the said J. C. and S. his wife, or one of them, in hand paid by the said T. W. at or before the sealing or delivery hereof, the receipt whereof is hereby acknowledged, they the said J. C. and S. his wife Have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign and set over unto the said T. W. the said recited indenture of lease, and the said messuage or farm, and lands, and all other things therein or thereby demised, with their appurtenances, and also all the estate, right, title, interest, term of years yet to come and unexpired, use, trust, possession, reversion, property, claim and demand whatsoever of them the said J. C. and S. his wife, of, in, to or out of the said*

Assignment of the said lease.

The habendum. premises, every or any part or parcel thereof; *To have and to hold all and singular the said hereby assigned premises, with their appurtenances, unto the said T. W. his executors, administrators and assigns, to his and their own use, from henceforth, for and during all the rest, residue and remainder of the said term of, &c. by the said recited indenture of lease granted, yet to come and unexpired; subject nevertheless to the proviso herein after contained: And this Indenture further witnesseth. That the said J. C. for the considerations aforesaid, doth hereby demise and lease to the said T. W. all that the rectory of, &c. and the glebe lands and barn thereunto belonging; and all and all manner of tithes, as well great as small, and all compositions for the same, and all other the profits of the said rectory, or to the same in any wise belonging or appertaining; To have and to hold all and singular the said hereby demised premises, with their appurtenances, unto the said T. W. his executors, administrators and assigns, from henceforth, for the*

Demise of the rectory.

The habendum. term of, &c. now next following; *Yielding and paying therefore to the said J. C. the rent of one pepper-corn only at Michaelmas yearly, if the same shall be demanded; Provided always, and it is hereby declared and agreed, by and between all the said parties to these presents,*

The reddendum.

Proviso, this present inden-

that if the said J. C. and S. his wife, their or either of their executors, administrators or assigns, or any of them, do and shall, well and truly pay or cause to be paid unto the said T. W. his executors, administrators or assigns, the full sum of, £c. of good, £c. with lawful interest for the same, on, £c. next ensuing the date of these presents, without any deduction or abatement, for or in respect of any taxes, rates, charges or assessments, or otherwise howsoever; *Then* this present indenture, and the assignment and demise hereby made, and every thing herein contained, shall cease, determine, and be utterly void and of none effect: *And* the said J. C. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said T. W. his executors, administrators and assigns, in manner following, (that is to say,) that he the said J. C. his executors, administrators or assigns, shall and will, well and truly pay, or cause to be paid, unto the said T. W. his executors, administrators or assigns, the said sum of, £c. with lawful interest for the same, at the times herein above mentioned for payment thereof, without any deduction or abatement whatsoever as aforesaid: *And* that if default shall happen to be made of or in payment of the said sum of, £c. or the interest thereof, or any part thereof, contrary to the true intent and meaning of these presents, that then, or at any time afterwards, it shall and may be lawful to and for the said T. W. his executors, administrators or assigns, to enter into all and singular the said hereby assigned and demised premises, and the same from henceforth, for and during all the rest and residue of the said terms of, £c. then to come and unexpired, peaceably and quietly to hold and enjoy, and the rents, issues, tithes and other profits thereof to receive and take, without any lawful let, suit, trouble, denial, hindrance or interruption of or by the said J. C. and S. his wife, their executors, administrators or assigns, or of or by any other person or persons whatsoever: *And* that they the said J. C. and S. his wife, and all persons lawfully having or claiming any estate or interest in the said hereby assigned or demised premises, shall and will at any time or times after such default, at the request of the said T. W. his executors, administrators or assigns, make, do, perform and execute, all and every such further and other acts and things, for the better and more perfect assuring and confirming of the said premises respectively unto the said T. W. his executors, administrators and assigns, for and during all the then rest and residue of the said respective terms of, £c. as by the said T. W. his executors or administrators, or by his and their counsel in the law shall be reasonably devised, advised or required: *And lastly*, it is agreed by and between the said parties to these presents, that until a breach of the said proviso shall happen, it shall and may be lawful to and for the said J. C. and S. his wife, their executors, administrators and assigns, to receive and take the rents, issues and profits of the said hereby assigned farm, called, £c. with the appurtenances, without any account to be made or rendered to the said T. W. his executors, administrators or assigns, for or concerning the same; *But* that the said T. W. his executors, administrators or assigns, shall, or lawfully may, (if he or they shall think fit,) receive and take the said hereby demised tithes, and all compositions made for the same, or any part thereof, and all other the profits of the said rectory of, £c. for or towards payment and satisfaction of the said sum of, £c.

ture of assignment to be void on the payment of a sum of money,

Covenant to pay the money.

And in default of payment the mortgagee to enter, and take the profits, £c.

Covenant to make further assurance, £c.

Covenant, that until a breach of the proviso, the mortgagee shall enjoy the farm, £c.

But the mortgagee to enjoy the rectory, tithes, £c.

and

And when the mortgage money, &c. is paid, this indenture to be void.

and such interest as shall grow due for the same ; *And* that in case the said sum of, &c. and interest, with such costs and charges as the said T. W. his executors, administrators or assigns, shall be put to or expend in or about their receiving of the said tithes, compositions, or other profits, shall be thereby fully paid and satisfied before the said, &c. next ; *Then* these presents shall from and immediately after such payment and satisfaction, become and be void and of none effect. *In witness, &c.*

XXIV. Of Leases and other Terms of Years by Way of (a) collateral or further Security.

Assignment of a Lease for securing a Debt on a Bond, defeasible on Payment of a Debt at a certain Time.

By Indorsement.

K NOW ALL MEN by these presents, That I the within named J. G. as well for and in consideration of the sum of _____ of, &c. (with interest for the same) due from me the said J. G. unto S. G. of _____ by bond, bearing date, &c. in the penal sum of _____ conditioned for the payment of the said sum of _____ and interest, to the said S. G. at a day long since past, as for the better securing the payment thereof, and for divers good causes and considerations me hereunto especially moving, *Have* granted, assigned, transferred and set over, and by, &c. *Do*, &c. unto the said S. G. her executors, administrators and assigns, as well the indenture of lease within written, as all my estate, right, title, interest, term of years yet to come and unexpired, claim and demand whatsoever, of, in and to the within mentioned pieces or parcels of ground, &c. and all and singular, &c. within mentioned ; *To have and to hold* the said indenture of lease, and the said pieces, &c. unto the said S. G. her executors, administrators and assigns, from henceforth, for and during the rest and residue of the term or terms of years yet to come and unexpired in the said lease, *Under* the rent, or rents and covenants in the said lease specified, on the tenant or lessee's part, to be paid, done and performed. *Provided, and upon Condition*, That if I the said J. G. my executors, administrators and assigns, or any of us, do and shall, well and truly pay, or cause to be paid unto the said S. G. her executors, &c. the said sum of _____ and all interest due for the same, on or before, &c. then this assignment to be void and of no effect, otherwise to remain in full force and virtue. *Short covenants added ; that the effect*

(a) See Tit. Collateral Securities.

assignor has done no act whereby the lease is or may become forfeited, or the premises within mentioned incumbered; and that the assignee shall peaceably enjoy, during the residue of the term to come, subject to the proviso or condition aforesaid, and by and under the said reserved rents and covenants within mentioned. (See Assignment of Leases for Lives) In witness, &c.

Assignment of two Leases as a further Security for 800l. and Interest, before secured by several Deeds, also of Policies.

THIS INDENTURE, &c. Between M. B. of, &c. of the one part, and J. N. of, &c. of the other part. *Whereas, &c. (Recital of two Leases to J. N.)* Now this Indenture witnesseth, That Consideration, for and in consideration of the sum of 800l. of, &c. to the said M. B. in hand well and truly lent and paid by the said J. N. at, &c. before the sealing and delivery of these presents, being the same sum of 800l. mentioned to be the consideration monies of two several indentures bearing even date with these presents, the one *quadripartite*, and made or mentioned to be made between, &c. (The parties with their additions) and the other of the said indentures being *tripartite*, and made, &c. (The like) the receipt of which said sum of 800l. he the said M. B. doth hereby acknowledge, and thereof, &c. He the said M. B. Hath Assignment, granted, bargained, sold, assigned, transferred and set over, and by these presents Doth, &c. unto the said J. N. his executors, &c. The Parcels, said two pieces or parcels of ground before mentioned to be respectively demised by the said indentures of the 12th and 14th days of, &c. and the said last before mentioned piece of ground before mentioned to have been purchased by the said M. B. of and from the said W. W. and the said two messuages or tenements, and all other erections and buildings upon the said before mentioned pieces of ground, either or any of them, or upon any part of them, or of either or any of them, erected, built, standing or being, or to be erected or built, and every part and parcel thereof, with their and every of their appurtenances; and also all the estate, &c. together with the said herein before in part recited indentures of demise or lease, respectively, bearing date, &c. and all indentures, deeds and writings whatsoever, whereby or by means whereof the said M. B. or any person or persons in trust for him, or are possessed of, interested in, or entitled unto; To have, &c. the Habendum, said, &c. unto, &c. from henceforth, for and during all the rest, residue, and remainder of the the said several and respective terms of 99 years, yet to come and unexpired, in as full, ample, and beneficial manner to all intents and purposes, as he the said M. B. his executors or administrators, might or could have held and enjoyed the same premises respectively, if these presents had not been made. Provided Proviso as to always, and upon this Condition nevertheless, That if the said M. B. his the payment of heirs, executors or administrators, or any of them, do and shall, well and the money and truly pay, &c. unto the said J. N. his, &c. at or in the now dwelling-re-assigning the house of J. H. in, &c. the full and just sum of 840l. of, &c. in manner premises. following, viz. the sum of, &c. on, &c. without any manner of deduction, defalcation or abatement, for, by reason, or in respect of any parliamentary or other taxes, assessments or impositions, or for or in respect of any other cause, matter or thing whatsoever, and, &c. that

Covenants.

Good leases.

Good right.
Peaceable enjoyment after default.Fee, &c.
Further assurances.Agreement,
that till default
the assignor
shall enjoy,and that the
sums in the
former and this
security are the
same, &c.Recital that
the premises
are insured.

that then and at any time then after, he the said *J. N. &c.* upon the request, and at the proper costs and charges in the law, of the said *M. B.* his executors, administrators or assigns, shall and will transfer and assign the premises by these presents assigned, free and clear, and free and clearly acquitted and discharged of and from all and all manner of charges and incumbrances, had, made, committed, done or suffered by the said *J. N.* his executors, administrators or assigns, or any of them, now or in trust for the said *M. B.* his executors or assigns. And the said *M. B.* for himself, &c. doth covenant, &c. that both the said indentures of demise or lease granted as aforesaid, to the said *J. N.* for so much of the said respective terms of 99 years and 99 years in them respectively, as are not effluxed or expired, are good, valid, and effectual in the law, and not in any manner surrendered, forfeited, avoided, or made avoidable: And also, that the said *M. B.* now hath in himself good right, &c. to grant, &c. And that the said *J. N.* his executors, administrators and assigns, shall and may (from and after default made in payment of the said sum of 840*l.* contrary to the proviso or condition herein before contained) for and during all the rest and residue which shall then be to come and unexpired of the said several and respective terms of 99 years, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said, &c. herein before assigned, &c. And that free, &c. And further, that the said *M. B.* his, &c. shall and will, after default made in payment of the sum of 840*l.* contrary to the true intent and meaning of the proviso or condition therein before contained, upon the reasonable request of the said *J. N.* his, &c. make, &c. (*further assurances*) And it is hereby declared and agreed by and between the said parties to these presents, that the said *M. B.* his executors, administrators and assigns, shall and may, until failure shall be made of or in payment of the said sum of 840*l.* or some part thereof, contrary to the true intent and meaning of the proviso or condition aforesaid, peaceably and quietly have, receive and take the rents, issues and profits of the said premises herein before assigned, or mentioned and intended so to be, to his and their own use and uses, without any let, &c. of or by the said *J. N.* his executors or administrators; and it is declared by and between the said *J. N.* and *M. B.* that the said 840*l.* to be paid agreeable to the proviso herein before contained, and the 840*l.* by the indenture *quadripartite* before mentioned, made payable according to a proviso therein contained, are not different sums, but one and the same sum of 840*l.* and that on payment of 840*l.* agreeable to the proviso herein before contained, as well the premises mortgaged by the said indenture *quadripartite*, as the premises hereby mortgaged shall be redeemed and discharged from all demands by virtue of each mortgage or assignment, or any of them: And whereas the said *M. B.* had insured the premises in the *Westminster* insurance office for insuring houses, chambers, and all other buildings from loss by fire within the bills of mortality, and other places adjacent, by two several policies, one of them bearing date the eighth day of, &c. under the hands and seals of *T. W. T. Y.* and *J. W.* three of the directors of the society and contributionship, and No. 4493, for the sum of 300*l.* upon a brick house, then (and now) in the possession of the said *M. B.* and the other of the said policies, bearing date the 21st day of June, &c. under the hands and seals of *N. M. W. C.* and *T. A.* three other of the said directors, and No. 4494, for the sum of 300*l.*

300*l.* upon a brick house in the possession of Mr. S. for and during the term of seven years from the respective dates of the said policies, as by the said policies, reference to them being had, may appear: *Now* for the further and better securing of the re-payment of the said principal sum of 800*l.* and the interest thereof, he the said *M. B. Hath* assigned, transferred and set over, and by these presents *Doth* assign, Assignment of transfer and set over unto the said *J. N.* his executors, administrators the policies, and assigns, both the said policies of insurance, and the monies by them respectively insured, and which may become due and payable by the said policies, or either of them, and all the estate, right, title, interest, claim and demand in and to the same, or either of them, in any wise howsoever; *To have and to hold* the same unto the said *J. N.* his executors, administrators and assigns, to his and their own use and uses, subject to the proviso herein before contained. *In witness, &c.*

Or an Assignment of the Policies may be inserted after Habendum, and before the Proviso for making void, &c. thus,

AND THIS INDENTURE FURTHER WITNESSETH, That, for the considerations aforesaid, the said *A.* hath, and by these presents doth assign, transfer and set over, unto the said *B.* his executors, administrators and assigns, all those three several instruments or policies of insurance No. — dated the — day of — last, whereby the said messuage or tenements and premisses are insured from loss by fire, of the *Westminster* insurance-office, and all the right, interest, property, claim and demand whatsoever of him the said *A.* of, in and to the said policies, and all monies, benefit and advantage whatsoever, arising and to arise by the said policies, any or either of them, and to grow due and be recoverable thereupon, or upon either of them, together with full power and authority for the said *B.* his executors and assigns, to receive and take the same accordingly: *Provided always*, and these presents are upon this condition nevertheless, that if the said *A.* &c. that then and from thenceforth (but not otherwise) this present indenture, and every covenant, clause and thing herein contained, shall cease, determine, and be absolutely void and of none effect; any thing herein contained to the contrary thereof in any wise notwithstanding. *And, &c. Covenants.*

*An Assignment of two Leases as a Collateral Security for Payment of an Annuity of 30*l.* secured by a Bond of even date.*

THIS INDENTURE, &c. Between *A.* of the one part, and *B.* of the other part. *Whereas, &c. (Recital of the first lease.)* And *whereas*, by one other indenture of lease, &c. *And whereas* by virtue of several mesne assignments and other good assurances in law or otherwise, the two herein before several recited indentures of lease, and the two messuages or tenements thereby respectively demised, have been absolutely assigned unto, and the same are now legally vested in him the said *A.* for all the residue of the several terms of years thereby respectively

Recitals, viz. the first lease. Second lease. As to the premisses being now vested in A.

As to the agreement of the annuity to *B.* for life.

As to bond of even date for payment thereof.

Agreement as to the present assignment.

Consideration.

Demand if assignment. Parcels.

Benefit of two policies.

tively granted, which are now therein to come and unexpired: *And whereas* the said *A.* (in consideration of the sum of 300*l.* to be to him now paid by the said *B.*) hath agreed to give, grant and pay to him the said *B.* and his assigns, during his natural life, one annuity or yearly sum of 30*l.* clear of all taxes and deductions whatsoever: *And whereas*, for securing the payment of the said annuity to the said *B.* he the said *A.* by his bond or obligation, bearing even date herewith, and executed immediately before these presents, is and stands bound unto the said *B.* his executors, administrators and assigns, in the penal sum of 600*l.* with condition thereunder written, (*reciting as therein is recited*) that the said *A.* his heirs, executors, administrators or assigns, shall and do well and truly pay, or cause to be paid unto the said *B.* and his assigns, during his life, the said annuity or yearly sum of 30*l.* clear of all taxes, charges and deductions whatsoever, on the two feast-days, and in manner as therein and herein after mentioned, then the said bond to be void, as in and by the said bond, &c. *And whereas*, previous to the granting the said annuity, and before the executing these presents, he the said *A.* proposed and agreed to assign the messuages or tenements and premises so assigned to, and now vested in him as aforesaid, together with the improved rents thereof, as and for a further and better security for payment to him of the same annuity, in such manner as hereinafter is for that purpose mentioned and expressed: *Now this Indenture witnesseth*, That in pursuance and performance of the last recited agreement, and for and in consideration of the said sum of 300*l.* of, &c. to the said *A.* in hand well and truly paid by the said *B.* at or before, &c. (in full for the absolute purchase of such annuity so granted, and payable to him the said *B.* by the said bond as aforesaid) the receipt of, &c. and to the end and intent for better securing payment of the said annuity of 30*l.* unto the said *B.* and his assigns, during his life, in such manner as herein after mentioned, and for divers other good causes, &c. he the said *A.* hath, and by these presents *Doth* demise, grant, bargain, sell, assign, transfer and set over unto the said *B.* *All* that the before mentioned corner messuage, &c. situate, &c. with its appurtenances, as the same is now in the occupation of, &c. and also all that other messuage, &c. and also all and singular other the messuages or tenements and premises, which in and by the said several in part recited indentures of lease were thereby respectively demised, or which by the said several mesne assignments thereof, or any of them, were thereby assigned to him the said *A.* with their and every of their appurtenances; and also also all the estate, right, title, interest, term of years yet to come and unexpired, possession, benefit of renewal, rents, profits, property, claim and demand whatsoever, either at law or in equity, of him the said *A.* or of any person or persons in trust for him, of, in or to the said hereby assigned messuages or tenements and premises, by virtue of the said several recited indentures of lease and mesne assignments thereof, any or either of them, or otherwise howsoever, together with the said two indentures of lease, mesne assignments thereon, and all and every other the deed, evidences, &c. together also with all benefit and advantage whatsoever, to arise or be had or made by virtue of two certain instruments or policies of assurance of them, dated — (numbered —) made to one — and — since by her assigned to the said *A.* and insured on the first recited leased messuage in a certain fire-office, called the Amicable Contribution

the Hand-in-Hand Office, whereby the sum of — is insured to be paid, in case the same messuage shall be burnt or damaged by fire, in such manner as therein is mentioned, and the other of the said policies dated — numbered — made to one R. H. and since also assigned to the said A. and insured on the other recited leased messuages in the same fire-office, whereby the sum of 150*l.* is secured to be paid, in case the same messuage shall be burnt or damaged by fire, in such manner as therein also mentioned: *To have and to hold* the said messuages, *Habendum.* and all and singular other the premises herein before mentioned and intended to be hereby demised and assigned, with their and every their appurtenances, unto the said B. and his assigns, from the feast-day of — now last past before the date hereof, for and during all the first, residue and remainder of the said several terms of — years and — years, by the said several recited indentures of lease respectively demised, and which are therein now to come and unexpired (other than and except unto the said A. his executors and assigns, the five last days of each of the said terms,) and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as he the said A. could or might have had, held or enjoyed the same, in case these presents had not been made, and fully to be compleat and ended, if he the said B. shall so long live, and the same terms shall so long subsist; *holding and paying* therefore yearly, during the continuance of this demise, unto the said A. his executors, administrators or assigns, the yearly rent of one pepper-corn only on *Christmas-day* yearly, if the same shall lawfully demanded. *And it is hereby mutually covenanted, agreed and declared,* by and between the parties hereunto, for themselves and their respective executors and administrators, and the true intent and meaning of them, and of these presents is and are, that the demise and assignment hereby made of the said messuages or tenements and premises, unto him the said G. B. and his assigns, was and is to him and them made for the ends, intents and purposes, and subject to the proviso and agreement herein after mentioned, expressed and declared, of and concerning the same, (that is to say,) In the first place for the better securing payment of the said annuity or yearly sum of 30*l.* according to the true intent and meaning of the condition of the said bond, bearing even date herewith; and for which end, intent and purpose, *is hereby further agreed,* That it shall and may be lawful, to and for the said B. and his assigns, during his life, to levy and yearly to take, receive and enjoy out of the rents, issues and profits of the said hereby assigned messuages or tenements and premises, the said annuity or yearly sum of 30*l.* without any deduction or abatement whatsoever, either for taxes parliamentary, or any other impositions, charges or deductions whatsoever; the same to be paid and payable upon the two most next half-yearly feasts or days of payment following, (that is to say, *Michaelmas-day* and *Lady-day*, by two even and equal proportions, or within 15 days next after each of the said feast-days; the first of which half-yearly payments to begin and be made, at or within 15 days next after *Michaelmas-day* now next ensuing the date hereof; and to this further end, intent and purpose, *And* the said A. for himself, his executors, administrators and assigns, doth hereby grant and agree, to and with the said B. and his assigns, that in case and whenever, and as often as the said annuity or yearly sum of 30*l.* or any part thereof, shall at any time be behind, &c. (*Clause of entry, &c. See Tit. Grants.*)

Reddendum.
Declaration.
for better securing the annuity. Annuitant to receive annuity out of rents, &c.

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And

In case of non-payment, or the premises be untenanted, a mortgage to be made to raise the money.

Livery of seisin.

Direction to the tenant.

Proviso.

Mr. A. covenant, viz. to pay the annuity.

To pay ground-rents and taxes, &c.

And further, in case failure shall be made in payment of the said annuity, at any time during the time aforesaid, or in case the said messuage or tenement at any time during the life of the said B. shall happen to be uninhabited and not tenanted by the space of ——— then and as often, and in either of the said cases, it shall and may be lawful to and for the said B. or his assigns, to make one or more mortgage or mortgages of the said messuage and premises, and thereby raise so much money as shall be sufficient to pay off and discharge all arrears of the said annuity, and also all costs, charges, damages and expences, to be from time to time occasioned by such non-payment thereof; *And* the said A. doth hereby put the said B. and his assigns, during his life, in full possession and seisin of the said annuity or yearly sum of 30*l.* by the delivery of one piece of silver of 6*d.* to him the said B. in the name of seisin of the same annuity: *And* to the intent for better security of payment of the same annuity, he the said A. doth hereby direct the present, and all future tenants of the said hereby assigned premises, to pay to the said B. and his assigns during his life, so much of their respective yearly rents of the said premises, when and as the same shall become payable, as shall be sufficient to pay and satisfy to him and them the said annuity or yearly sum of 30*l.* together with all costs and charges, which shall or may happen touching the non-payment thereof in manner aforesaid; and that the receipts of him the said B. and his assigns, for all such rents to be to him so paid, shall be as good and sufficient discharges to the said tenants, as if the same had been actually paid to him the A. his executors or assigns: *Provided always* and upon this condition nevertheless, that if the said A. his heirs, executors, administrators or assigns, or any of them, shall and do well and truly pay, or cause to be paid unto the said B. and his assigns, during his life, the said rent or yearly sum of 30*l.* on the two feast-days herein before mentioned and appointed for payment thereof, or within 15 days next after every such feast-day, without any such deduction or abatement as aforesaid, according to the true intent and meaning of the said bond, and of these presents; and also upon the death of the said B. the arrears of the same annuity, up to the day of the death of the said B. (all costs and charges touching the same, being first paid,) that the said demise and assignment hereby made, and every article and thing herein contained, shall from thenceforth cease, determine, and be utterly void and of no effect, and that then also the said bond of covenant date herewith, shall be delivered up to be cancelled; any thing herein to the contrary thereof notwithstanding. *And* the said A. for himself, his heirs, executors, administrators or assigns, doth covenant, &c. to and with, &c. in manner, &c. that the said A. his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the natural life of the said B. well and truly pay, or, &c. unto the said B. or his assigns, the said annuity or yearly sum of 30*l.* of such lawful money as aforesaid, upon the said two feast-days herein before mentioned and appointed for payment thereof, or within 15 days next after any or every such feast-days, and that without any such deduction or abatement as aforesaid, according to the true intent and meaning of the said bond and of these presents; *And also*, that he the said A. his, &c. shall and will from time to time, and at all times during the life of the said B. pay and discharge as well the before mentioned ground rents of 7*l.* and 4*l.* so reserved and payable for the said messuages and premises as aforesaid.

and, as also all taxes and other duties touching the same, and shall and will save, keep harmless and indemnified, the said B. and his assigns, of and from the same; *And further also*, That he the said A. To keep insured, &c. at his and their own proper costs and charges, shall and will from time to time, and at all times during the life of the said B. keep insured the said hereby assigned messuages or tenements and premises, from all fire and damage happening thereby, either in the Hand-Hand office, or else in some other good and public fire-office for that purpose; and in case the same premises, or any part thereof, shall happen to be burnt down, blown up, or damaged by any fire during the life of the said B. that then, and in such case, he the said A. his executors, administrators and assigns, shall and will forthwith lay out all such monies insured, or to be insured on the said premises in the new building, and making good all damages so happening thereto by any such fire as aforesaid. *And further, &c. (done no act to incumber; that the leases are good, &c. good right to assign;)* And that it shall and may be lawful, to and for the said B. and his assigns during his life, from and immediately after any default or breach in payment of the said annuity of 30*l. per annum*, contrary to the true meaning of the said deed and of these presents, to enter upon the said hereby assigned messuages or tenements and premises, and to receive and take the rents, issues and profits thereof, to his and their own use and benefit, for and during, and until such time as he and they shall be fully paid all arrears of the said annuity, and all costs and charges touching the same, in manner as aforesaid; and that without any let, &c. (*free from incumbrance.*) *And moreover, (further assurance.)*

Covenant to enter in case of default, and to enjoy. &c. till arrears paid.

Assignment from the Executrix of a surviving Trustee in a Settlement of the Residue of a Term of 500 Years thereby created, for raising Portions and Maintenances for younger Children, (the Residue of which Portions are now paid to them by a Mortgagee) to a Trustee for a Mortgage in Fee, &c. as a Collateral Security.

THIS INDENTURE QUADRIPARTITE, made, &c. *Between* F. B. of, &c. J. B. of, &c. and M. B. of, &c. (which said F. B. T. B. and M. B. are the three younger children of J. B. the elder, late of, &c. deceased) of the first part, E. G. widow and executrix of T. G. late of, &c. yeoman deceased, the surviving trustee named in the indenture of settlement therein after mentioned) of the second part, J. B. of, &c. (eldest son and heir of the said J. B. deceased) of the third part, and R. B. of, &c. and Sir W. H. of, &c. bart. of the fourth part. *Whereas* by indentures of lease and release, bearing date respectively, &c. and made and mentioned to be made between the said J. B. deceased, and H. his wife, also deceased, of the one part, and S. H. T. L. and T. G. of the other part, in consideration of a marriage then tofore had between the said J. B. deceased, and the said H. his wife, and of the marriage portions of the said H. All that messuage, &c. are limited, from and after the decease of the said J. B. deceased, to the use of the said S. H. T. L. and T. G. their executors, administrators and assigns, for the term of 500 years, upon the trusts therein and herein after mentioned, with remainder to the use of the said J. B. party to these presents, and the heirs of his body, with divers remainders over; and as for the said term

Release, viz. The settlement after marriage.

Note ; R.
died before 21.

As to another
son being born
since a settle-
ment made,
and what youn-
ger children
living.

As to their fa-
ther and mo-
ther's death.

As to death of
surviving trus-
tee and his ex-
ecutrix.

As to younger
children now
living, and
what due.

As to the
mortgage of
even date.

Reciting a fine
and recovery.

term of 500 years, the same subject in the first place, to the raising and payment of the yearly sum of 20*l.* unto the said *H. B.* during her life for her jointure, in case she should survive the said *J. B.* the elder, and which by the decease of the said *H.* is since determined to be declared to be upon trust out of the rents, issues and profits of the said premises, or by sale, demise or mortgage thereof, or any part thereof, to levy and raise portions for the daughters and younger sons of the said *J. B.* the elder, on the body of the said *H.* begotten in such manner as therein and herein after mentioned, *viz.* if the said *J. B.* should have no more issue than the said *J. B.* party to these presents (their eldest son) and *T. R. R. H.* and *M. B.* the younger sons and daughters of the said *J. B.* the elder, and *H.* his wife, then the said trustees should raise 200*l.* a-piece for the said *T. R. H.* and *M. B.* and in case the said *J. B.* the elder and *H.* his wife should have issue between them five or more children besides their son and heir, then the sum of 800*l.* to be raised for their portions, to be equally divided amongst them, and to be paid at their respective ages of 21 years, and by the same indentures of lease and release may more fully appear: *And whereas* since the date of the said recited indenture of lease and release, the said *J. B.* the elder had issue by his wife the said *H.* the other son, *viz.* the said *F. B.* but the said *R. B.* and *H. B.* two of the younger children of the said *J. B.* by the said *H.* his wife, are both since dead under the age of 21 years: *And whereas* the said *J. B.* the elder and *H.* his wife, are both since dead, leaving issue the said *J. B.* party hereto, their eldest son and heir, and the said *T. B. F. B.* and *M. B.* their younger children: *And whereas* the said *T. G.* survived the said *S. H.* and *T. L.* and the said *T. G.* is since dead, having in his lifetime made his last will and testament in writing, and thereof appointed the said *E. G.* his executrix, who since his death proved the said will in common form: *And whereas* the said *T. B. F. B.* and *M. B.* are all attained the age of 21 years, and have respectively received their part of their said portions provided for them by the trusts of the said term of 500 years, and there are now remaining due to them only several sums following, *viz.* to the said *T. B.* the sum of 100*l.* to the said *F. B.* the sum of 100*l.* and to the said *M. B.* the sum of 200*l.* *And whereas*, by indenture *quadrupartite*, bearing even date herewith, made or mentioned to be made between the said *J. B.* party, *Ec.* *E.* his wife, of the first part; *T. G.* of the second part, *T. G.* of the third part, and the said *R. B.* of the fourth part; *Thereby reciting*, that the said *J. B.* party, and *E.* his wife, *Did* in *Michaelmas* term 200*l.* past, levy a fine of the said premises unto the said *T. G.* and his heirs and that a common recovery was suffered of the same premises in the same term, whereon the said *T. J.* was demandant, the said *T. G.* defendant, and the said *J. B.* party hereto, and *E.* his wife, vouches, and vouched the common vouches, in consideration of 1000*l.* therein mentioned to be paid by the said *R. B.* unto the said *J. B.* party hereto, *is by the same indenture agreed and declared*, that the said fine and recovery so levied and suffered of the said premises as aforesaid, and also all and every other fine, *Ec.* suffered and executed of the said premises, or any part thereof, shall be and enure to the benefit of the said *R. B.* his heirs and assigns; *Redeemable nevertheless* by the payment of the sum of 1000*l.* of, *Ec.* with lawful interest for the same after the rate of 4*l.* 10*s.* per cent. per annum, by the said *J. B.* party hereto, his heirs executors, administrators, or

signs, unto the said R. B. his executors, administrators or assigns, on
 the _____ day of _____ then and now next ensuing the day of
 the date hereof, as by the same indenture of even date herewith, and
 the said fine and recovery, may appear. *Now this Indenture witnesseth,* Consideration
 That for and in consideration of the sum of 100*l.* of, &c. by the said paid, viz. to
 R. B. (by the direction of the said J. B. party hereto, &c. testified, T. B. 100*l.* in
 &c.) in hand now paid unto the said T. B. in full discharge and satis- full discharge,
 faction of all portions or sums of money due and owing unto the said &c.
 T. B. by virtue of the said term of 500 years, and the trusts thereof,
 or otherwise affecting the said premises, or any part thereof; *And also* The like to
 for and in consideration of the sum of 100*l.* of like money by the said F. B. &c.
 R. B. (by the like direction of the said J. B. party hereto, testified as
 aforesaid) in hand now paid unto the said F. B. by virtue of the said
 term of 500 years, and the trusts thereof, or otherwise affecting the
 said premises, or any part thereof; *And also* for and in consideration The like to
 of the sum of 200*l.* &c. (which said several sums of 100*l.* 100*l.* and M. B. &c.
 200*l.* so paid by the said R. B. unto the said J. B. F. B. and M. B.
 as aforesaid, are part of and included in the said sum of 1000*l.* being
 the consideration money mentioned in the said indenture of even date
 herewith) the receipt of which said several sums of 100*l.* 100*l.* and
 200*l.* the said J. B. F. B. and M. B. do hereby respectively acknow-
 ledge, and thereof acquit, release and discharge the said R. B. and J.
 B. party hereto, and each of them, their and each of their heirs, ex-
 ecutors, administrators and assigns, and every of them for ever, by
 these presents; *And also* for and in consideration of the sum of 5*s.* of
 like money by the said Sir W. H. now paid unto the said E. G. the re-
 ceipt whereof is hereby acknowledged, *See* the said E. G. (at the re-
 quest, and by the direction of the said T. B. F. B. and M. B. and
 also of the said J. B. party hereto, &c.) and the said T. B. F. B. and
 M. B. at the nomination of the said R. B. respectively as aforesaid,
Have, and each and every of them *Had* bargained, sold, assigned,
 transferred and set over, and by these presents *Do*, and each and every
 of them *Doth* bargain, sell, assign, transfer and set over unto the said
 Sir W. H. his executors, administrators and assigns, *All* and singular
 the said messuages, &c. comprised in the said term of 500 years,
 with their, &c. and all the estate, &c. of them the said E. G. T. B.
 F. B. and M. B. and every of them, of, in, to or out of the same
 premises, and every or any part or parcel thereof; *To have* and to hold
 the said messuages or tenements, lands, hereditaments and premises,
 with their appurtenances, unto the said Sir W. H. his executors, admi-
 nistrators and assigns, from henceforth, for and during all the rest and
 residue of the said term of 500 years yet to come and unexpired; *In*
Trust nevertheless for the said R. B. his executors, administrators and
 assigns, for the further and better securing the payment of the said sum
 of 1000*l.* and interest, and according to the true intent and meaning
 of the said recited indenture *quadrupartite* of even date herewith, and
 the proviso therein contained *Provided always nevertheless,* That if Proviso.
 the said J. B. (party hereto) his heirs, &c. do and shall well and truly
 pay, &c. to the said R. B. his, &c. the said sum of 1000*l.* and the
 interest thereof, after the rate aforesaid, at the time and in the manner
 mentioned and expressed for the payment thereof, in and by the said
 indenture *quadrupartite* of even date herewith; then the said R. B. his
 heirs, executors, administrators or assigns, shall and will, at the re-
 quest

quest, costs and charges, of the said J. B. party, &c. his, &c. procure the said Sir W. H. his, &c. to assign or surrender the said term of 500 years, and the premises comprised therein unto the said J. B. party, his heirs or assigns, or such person or persons as he or they shall direct or appoint, free from all incumbrances done, committed or suffered by the said Sir W. H. his executors, administrators or assigns: And, &c. doth hereby covenant, promise and agree, to and with the said Sir W. H. his executors, administrators and assigns, that she the said E. G. hath not done or committed any act, matter or thing whatsoever, whereby or by means whereof the said premises, or any part thereof, is, are, or hereafter shall or may be any ways charged, impeached or incumbered in title, charge, estate, or otherwise howsoever. *(The like separate covenants from T. B. F. B. and M. B. is witness, &c.*

I approve of this Daught,
April 5, 1731. Gilbert Horseman.

Assignment of the Residue of a Term by Indorsement on a cancelled Mortgage, as a further Security to protect a Mortgage in Fee, &c.

By Indorsement.

Recital of default made in payment of mortgage-money.

and of conveyance of the mortgage-premises,

and payment of mortgage-money and of will of assignee of mortgaged premises,

TO ALL PERSONS to whom these presents shall come, E. H. of, &c. widow, (relict and sole executrix of the last will and testament of the within named H. her late husband, deceased) sendeth greeting. *Whereas* the within named A. and B. made default in payment of the within mentioned principal sum of ——— and interest, secured by the within written indenture of mortgage to the said H. whereby and by reason of the non-payment thereof, the estate and interest of him the said H. of and in the within granted and demised messuage, &c. became absolute in law for the residue of the within granted term of 1000 years: *And whereas* the said A. some time since departed this life, having first by good and sufficient conveyances and assurances in law granted and conveyed the said mortgage, messuage, &c. and all his estate, right, title, interest, equity of redemption, claim and demand whatsoever, of, in and to the same premises, unto and to the use of the said B. his heirs and assigns for ever; *Subject nevertheless* to the payment of all principal and interest monies so secured thereon as aforesaid: *And whereas*, after such conveyance made of the said messuages and premises unto the said B. he the said B. did actually pay unto the said H. the said principal sum of ——— and all interest due for the same, in full discharge of the said mortgage, as appears by the delivering up the within written indentures, and the cancelling thereof: *And whereas* the said H. is since dead, having first made and duly published his last will and testament in writing, and appointed her the said E. H. executrix thereof; and there having been no assignment made by the said H. in his life-time of the said term of 1000 years, and the said mortgaged premises comprised therein, in trust for the said B. and his heirs the now residue of the same term and premises comprised therein, and so vested in the said H. as aforesaid, is now by virtue of his said will become vested in the said E. H. as executrix thereof, in trust

trust nevertheless for the said *B.* his heirs and assigns: *And whereas* by and of lease and release of indentures of lease and release, the lease bearing date the day next before, and the release bearing even date with this present indorsement, premisses on mortgage for and made or mentioned to be made between the said *B.* of the one part, securing of 600*l.* and interest, and *J. D.* of, &c. of the other part, in consideration of the sum of 600*l.* and interest, and that the term was still standing out. been duly paid to the said *B.* by the said *J. D.* he the said *B.* hath granted, &c. unto and to the use of the said *J. D.* his heirs and assigns, (*inter alia*) the said messuage, &c. subject nevertheless to a proviso in the said indenture of release contained for making void thereof, on payment by the said *B.* his heirs, &c. unto the said *J. D.* his executors, &c. of the said sum of 600*l.* and interest, on the several days and in manner as therein mentioned, as in and by, &c. *And whereas* previous to and before the lending of the said sum of 600*l.* by the said *J. D.* to the said *B.* it was by counsel advised, and is hereby agreed, that the residue of the said term of 1000 years, and the said mortgaged premisses comprised therein, and which are now vested in the said *E. H.* as aforesaid, should be by her assigned to *F.* of, &c. in trust in the first place for the said *J. D.* his heirs, executors and assigns, as a further security for payment to him and them of the said sum of 600*l.* and interest; and from and after payment thereof, and subject thereunto, then in trust for the said *B.* his heirs and assigns, to the intent to protect the inheritance of the same premisses from and against all mesne incumbrances, in such manner as herein after is in that behalf mentioned and expressed: *Now know ye, and these indorsed Presents* Assignment of term. *witness,* That in pursuance of the said recited agreement, and in consideration of the sum of ——— and interest so paid by the said *B.* to the said *H.* in discharge of the said recited mortgage as aforesaid, the receipt whereof is by her hereby acknowledged, and also in consideration of the said sum of 600*l.* so now lent and paid by the said *J. D.* to the said *B.* as aforesaid, and for the further and better securing payment of the same sum and the interest thereof, and also for and in consideration of the sum of 5*s.* of, &c. to the said *E. H.* now paid by the said *F.* the receipt, &c. and for divers other good causes, &c. *She* the said *E. H.* (at the request, and by the direction and appointment of the said *B.* and at the nomination of the said *J. D.* testified respectively by their signing and executing of these presents): *And also* the said *B.* *Have,* and each of them *Have* assigned, transferred and set over, and by, &c. unto the said *F.* his executors, &c. *The* said within mentioned messuage, &c. *And* the reversion, &c. *And* all the estate, &c. *To have,* &c. to the said *F.* his executors, &c. *In trust nevertheless* in the first place In trust to for the said *J. D.* his heirs, executors and assigns; subject nevertheless secure mortgage money, to the aforesaid proviso contained in the said indenture of release bearing even date herewith, for the making void thereof on payment of the said sum of 600*l.* and interest; and from and after payment thereof, and subject thereunto, then in trust, and to and for the only benefit of the said *B.* his heirs and assigns, and to be assigned and disposed of as he or they shall at any time in that behalf direct or appoint; and in the mean time to attend, wait upon and go along with the reversion, freehold and inheritance of the said premisses.

An Assignment of Leasehold Premises as a further Security for Money recovered by Bail against the Assignor by a Judgment on a Bond of Indemnity, the Bail being damnified.

Recital as to
a chattel
lease for 99
years, if
three lives so
long live.

Deed of trust
or defeasance,
(reciting the
lease and a-
greement for
the purchase
of an annuity
of 30*l.*
whereby the
said annuity
is to be paid,
&c.

THIS INDENTURE, made, &c. *Between F. R. of, &c. (daughter of B. R. of, &c.) of the one part, and W. L. of, &c. of the other part. Whereas Sir W. C. of, &c. bart. by his indenture of lease bearing date on or about the 14th of, &c. in consideration of — therein mentioned to be to him paid by J. W. of, &c. did demise, lease, grant, limit and appoint unto the said J. W. &c. All that, &c. (except as therein is excepted) To hold the said premises (except as aforesaid) unto the said J. W. his executors, &c. from, &c. for and during the full and whole term of 99 years, fully to be compleat and ended, if J. W. son of J. W. &c. A. B. and C. or any or either of them should so long live, At the yearly rent of — payable quarterly, and under divers covenants and agreements in the said recited lease reserved and contained, on the lessee's part to be paid and performed in such manner as therein mentioned: And whereas by indenture of trust or defeasance, bearing date on or about the fifteenth of, &c. and made between the said F. R. and B. R. of the one part, and the said J. W. (the father) of the other part, (reciting therein the herein before recited lease) and further reciting that the said J. W. (party thereto) had before the granting the said lease contracted and agreed with the said F. R. for the purchase of an annuity of 30*l.* clear of all rates, &c. by and out of the said messuage, &c. payable quarterly, from, &c. then last past, for and during so many years of the said term of 99 years as the said J. W. the son should live, for the sum of — payable as therein and herein after mentioned; and that the aforesaid lease was granted to the said J. W. the father, (by the direction and consent of the said F. R. for the better securing the effectual payment of the said annuity of 30*l.* clear of all rates and taxes as aforesaid,) It is witnessed, that in consideration of the sum of 200*l.* therein paid to the said F. R. by the said J. W. the father, which sum, together with the therein before mentioned sum of 95*l.* paid by the said J. W. to the said Sir W. C. as the consideration for granting of the said lease, (making together the said sum of —) is therein mentioned to be in full for the purchase of the said annuity: And it is by the same indenture concluded, granted, signified, declared and agreed upon by and between the said J. W. and F. R. that the aforesaid lease was so granted to and taken by the said J. W. his executors and assigns, in trust, and to the intents and purposes therein and herein after expressed, and to and for no other trust, intent or purpose whatsoever, viz. In trust, and to the intent and purpose that the said J. W. his executors and assigns, should in the first place raise and levy out of the rents, issues and profits of the said leased premises, to and for his and their own use and benefit, one annuity, &c. to be paid to him and them quarterly from, &c. for and during so many years of the said term of 99 years as he the said J. W. the son should happen to live; the first payment thereof to begin and be made on — then next ensuing, free and clear of and from all rates, taxes, reparations, and all other out-goings and payments whatsoever, for or on account of the same*

same premises ; and from and after raising and paying of the said an-
 nuity in manner as aforesaid, and subject thereunto, then *In trust* to pay
 to, or permit and suffer her the said *F. R.* her executors and assigns, to
 receive and take all the clear surplus of the rents, issues and profits of
 the said premises, to her and their own use and benefit, for and during
 so many years of the said term as he the said *J. W.* the son should hap-
 pen to live ; and from and after the decease of the same *J. W.* in case
 he should happen to die during the said term of 99 years, then *In trust*
 that he the said *J. W.* party thereto, his executors, administrators and
 assigns should convey and assign all the then residue of the said term of
 99 years unto the said *F. R.* her executors, administrators and assigns,
 to and for her and their own use and benefit ; any thing in the said in-
 dentures contained to the contrary thereof in any wise notwithstanding,
 as in and by the several in part recited indentures, relation, &c. *And* As to pre-
misses being
let.
whereas the said messuage, &c. are now let to *S. S.* of, &c. for a certain As to L. be-
coming bail.
 term of years, at and under the yearly rent of 55s. or thereabouts : *And*
whereas the said *W. L.* at the special instance and request of the said *B. R.*
R. and of ——— his son, became bail for the said *B. R.* at the
 suit of *R.* in an action of debt for the sum of 200*l.* or some such sum,
 in his majesty's court of *K. B.* at *W.* in which action the said *R.* ob-
 tained judgment against the said *B. R.* and the said *B. R.* not satisfy-
 ing the said judgment, nor surrendering in discharge of his bail, by means
 whereof the said *W. L.* as bail for the said *B. R.* in the said action,
 was compelled to pay, and did on or about ——— actually and *bona fide*
 advance and pay to the said *R.* the full sum of ——— being what re-
 mained due on the said judgment : *And whereas* the said *B. R.* on As to a debt
due from B.
R. to L.
 ——— was justly indebted to the said *W. L.* in the full sum of ———
 and for securing payment thereof he the said *B. R.* and the said *C.* his
 son, by their bond or obligation bearing date on about ——— be-
 came bound to the said *W. L.* in the penal sum of 200*l.* with a con-
 dition thereunder written for indemnifying the said *W. L.* for and upon
 account of his becoming bail for the said *B. R.* *And whereas* the said
W. L. being damnified as aforesaid, did on or about the ———
 cause the said *C.* to be arrested in an action brought against him by the
 said *W. L.* for the penalty of the said bond ; and thereupon the said *C.*
 and the said *F. R.* his sister agreed to confess a judgment to the said
W. L. for the sum of 200*l.* besides costs of suit, for and as a security for
 securing to the said *W. L.* the payment of the said 67*l.* by him paid
 or secured to be paid to the said *R.* as aforesaid, and also the said sum
 of ——— (the debt) with interest thereof, due from the said *B. R.* As to a warrant
of attorney
given, and a
judgment
obtained
thereon by L.
 to the said *W. L.* as aforesaid, as also the costs of suit in the said action
 against the said *C.* with interest ; and they the said *C.* and *F. R.* on
 or about ——— duly executed a warrant of attorney to confess such
 judgment, and the said *C.* was thereon discharged of the said action :
And whereas a judgment was accordingly obtained entered up against
 them the said *C.* and *F. R.* at the suit of the said *W. L.* for the said
 sum of 200*l.* besides costs of suit, in his majesty's court of *K. B.* at *W.*
 as of *H.* term now last past, as by the record thereof, relation being
 thereto had, may more fully appear : *And whereas* on the date hereof As to what
due L. for
principal, in-
terest, and
costs.
 there is justly and *bona fide* due and owing to the said *W. L.* on the said
 judgment, for principal money, interest and costs, in the whole the full
 sum of 119*l.* *Now this Indenture witnesseth*, that for the further and
 better securing the payment of the said sum of 119*l.* and interest unto Consideration.
the

Assignment.

Habeendum

Subject, &c.

Direction.

Proviso that
if the money
be paid, this
deed to be
void.

the said *W. L.* his executors, &c. and for 5s. paid to *F. R.* by said *W. L.* she the said *F. R.* grants, bargains and sells to the said *W. L.* his executors, &c. *All* that the said herein before mentioned messuage or tenement, lands, hereditaments, and all and singular other the premises which in and by the said recited indenture of lease were demised, or meant or intended to be demised to the said *J. W.* in manner as aforesaid, *cum pertinen'*, and the reversion, &c. and all the estate, right, title, interest, use, trust, property, term and terms of years, claim and demand whatsoever, either at law or in equity, of her the said *F. R.* or of any person or persons in trust for her, or to or for her use or benefit of, in, to or out of the said hereby assigned premises, or any part or parcel thereof, by virtue of the said recited indentures, or either of them, together with the said indenture of lease, and the said indenture of trust or defeasance; *To hold* the said messuage, &c. and all and singular other the hereby assigned, or meant or intended to be hereby assigned premises, *cum pertinen'*, unto the said *W. L.* his executors, &c. from henceforth, for and during all the rest and residue of the said term of 99 years, now to come and unexpired, if they the said *J. W.* the son, *B.* and *C.* or any or either of them, shall so long live, and that in as full, large, ample and beneficial manner, as she the said *F. R.* would or might have held, received or enjoyed the same, in case these presents had not been made; *Subject nevertheless* in the first place to the payment of the said yearly rent of 18s. and to the covenants and agreements in the said recited lease reserved and contained, and which from henceforth on the lessee's part are to be paid and performed; and also subject to the payment of the said annuity of 30*l.* *per ann.* clear of all taxes and deductions whatsoever, unto the said *J. W.* the father, and his assigns, during the natural life of the said *J. W.* the son, in manner as aforesaid, and subject to the proviso herein after mentioned touching the redemption of the said premises: And for the more effectual securing payment of the said sum of 119*l.* and the interest thereof, unto the said *W. L.* his executors, &c. the said *F. R.* doth hereby direct and appoint the said *J. W.* the father, his executors, &c. (after deducting out of the said yearly rent of 55*l.* the said annuity of 30*l.* so payable to him in manner as aforesaid, and all taxes and charges touching the same; and also of the said yearly rent of 18s. so reserved to the lessor of the premises as aforesaid) to pay all the surplus of the said yearly rent of 55*l.* and all and every other rent and rents due or to grow due for the said premises, or any part or parts thereof, unto the said *W. L.* his executors, &c. from henceforth for and during and until such time only as the said principal sum of 119*l.* together with legal interest for the same, and all costs and charges touching the recovering and receiving thereof, shall be to him and them fully paid and satisfied; and that the receipts of him the said *W. L.* his executors, &c. during the time aforesaid,) for all such surplus rent or other rent, shall be as good, effectual and sufficient discharges to the said *J. W.* and to all other persons who are or shall be liable to pay the same, *Provided always*, and it is hereby agreed and declared by and between the parties hereto, and the true intent and meaning of them, and of these presents is, that if the said *F. R.* her executors, &c. shall and do well and truly pay or cause to be paid unto the said *W. L.* his executors, &c. the said sum of 119*l.* of, &c. together with legal interest for the same, on — without making any deduction or abatement whatsoever, either for taxes parliamentary, or otherwise howsoever,

then

then and from thenceforth the assignment hereby made, and every article, matter and thing herein contained, shall from thenceforth cease, determine, and be absolutely void and of none effect; and that then also be the said *W. L.* his executors, &c. shall deliver up to the said *F. R.* her executors, &c. the said recited deed of trust, executed by the said *J. W.* the father, safe, whole and uncanceled, (casualty of fire excepted) and shall then also deliver up to her or them the said recited bond to be cancelled, and shall then also acknowledge satisfaction upon the record of the said judgment so obtained by the said *W. L.* as aforesaid; this indenture or any thing, &c. notwithstanding. And the said *F. R.* for herself, her executors and administrators, and every of them, doth covenant, &c. to and with, &c. that the said *F. R.* her, &c. shall and will well and truly pay, &c. unto the said *W. L.* his, &c. the said sum of 119*l.* with the interest thereof, on the day, and in such manner as the same in and by the above mentioned proviso is appointed to be paid, according to the true intent and meaning thereof, and of these presents. And, &c. (*Done no act, &c. Quiet enjoyment on default, and for further assurance, see before, and Tit. Covenants.*) In witness, &c.

Assignee covenants, viz.
To pay the money

XXV. Of Leases, as counter Securities.

An Assignment of two Leases, one in Possession, the other in Reversion, to indemnify an Obligor on Account of his being bound with another for his pro, or Debt.

THIS INDENTURE, made, &c. Between *A.* of the one part, and *B.* of the other part. Whereas *C.* of, &c. by his indenture of lease bearing date, &c. for the consideration therein mentioned, Did demise, &c. unto the said *A.* &c. All that wharf, &c. but with and under such exceptions as therein mentioned and expressed of and concerning the said premises; To hold the said premises unto the said *A.* his executors, &c. for and during the term of — years, to commence from Lady-day, which will be in the year, &c. (being therein mentioned to be the time of expiration of a former lease made of the same premises granted by — deceased, to — also deceased) at and under the yearly rent of — payable quarterly, in manner as therein mentioned; And whereas the said *C.* by one other indenture of lease bearing date the 26th of, &c. (for the consideration therein mentioned) Did demise and to farm let unto the said *A.* &c.) All that the said wharf, &c. (except as in the indenture of lease now reciting is excepted;) To hold the said premises unto the said *A.* his executors, &c. from Lady-day, which will be in the year 1747. (being therein mentioned to be the time when the herein first recited indenture of lease will expire) for and during the full term of 17 years, at and under the yearly rent of — payable, &c. as in and by the said several in part recited indentures of lease, relation, &c. And whereas the said *A.* together with the said *B.* (at the special instance and request, and for and on the behalf of the said *A.* and as and for his proper debt) by their bond or obligation bearing date the day next before the day of the date hereof, are and stand jointly

Recitals of lease.

Of a bond.

Consideration.

Parcels.

Habendum.

Subject, &c.

Proviso that if the assignor pays the money and indemnifies the assignee, this assignment to be void.

Covenant to pay the money, and indemnify, &c.

jointly and severally bound unto D. of, &c. in the penal sum of 500*l.* with condition thereunder written, that if they the said A. and B. or either of them, their or either of their heirs, executors or administrators, shall and do well and truly pay unto the said D. his executors, &c. the full sum of 250*l.* of, &c. together with lawful interest for the same, on the ——— day of ——— which will be in the year, &c. then the said obligation to be void, otherwise to remain in full force, as by the said bond may appear: *Now this Indenture witnesseth*, that for the indemnifying and saving harmless the said B. his heirs, executors and administrators, of, from and against payment of all and every sum and sums of money which he or they shall or may expend for or on account of his the said B.'s being bound with the said A. in the said recited bond to the said D. and of all costs and damages to be by him the said B. sustained touching the same, and as a security for the same, and for and in consideration of the sum of 5*s.* to the said A. by the said B. now paid, &c. he the said A. hath bargained, sold, assigned, transferred and set over, and by, &c. unto the said B. *As well* the said two several recited indentures of lease, as also the said wharf, &c. and all the estate, &c. *To have*, &c. the said indentures of lease, wharf, &c. and all and singular other the premises hereby assigned, or mentioned and intended so to be, with their and every of their appurtenances, (except as in the said indentures of lease are excepted) unto the said B. his executors, &c. from henceforth, for and during all the rest and residue of the said term of 15 years, by the said first recited indenture of lease granted, which is now to come and unexpired, and for and during the full and whole term of 27 years, by the said second recited indenture of lease granted, commencing as aforesaid, and that in as full, &c. *Subject nevertheless* to the several rents, covenants, conditions and agreements in the said recited indentures of lease reserved and contained, and also subject to the proviso herein after contained, *viz. Provided always*, and these presents are upon this condition, and it is hereby agreed and declared by and between the parties hereto, and their true intent and meaning is, that in case he the said A. his heirs, executors or administrators, shall and do well and truly pay or cause to be paid unto the said B. his executors, administrators or assigns, the said sum of 250*l.* and the interest thereof, on the day, and in manner, and according to the condition of the said recited bond, and in full discharge thereof; and also in case the said A. his heirs, executors or administrators, shall and do in the mean time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said B. his heirs, executors and administrators, and his, their and every of their real and personal estates, of, from and against all and all manner of actions, suits, costs, charges, expences and damages whatsoever, both at law and in equity, which shall or may at any time arise, fall or happen to him, them, any or either of them, for, by reason, means, or on account of his the said B.'s entering into, or being surety with or bound with the said A. in the said bond as aforesaid; then and from thenceforth the assignment hereby made of the said premises, and every covenant, matter and thing herein contained, shall be void and of no effect; any thing, &c. *And* the said A. for himself, &c. doth hereby covenant to and with the said B. his, &c. in manner, &c. that he the said A. his, &c. shall and will well and truly

truly pay, &c. unto the said D. his, &c. the said sum of 250*l.* and the interest thereof, according to the true intent and meaning of the condition, and in discharge of the said bond; *And* that he the said A. his heirs, executors and administrators, shall and will at all times well and sufficiently save, keep harmless and indemnified, the said B. his heirs, executors and administrators, of and from payment of the same, in manner as aforesaid: *And further*, that he the said A. his, &c. Further assurance (at any time immediately after default by him or them made in payment of the said sum of 250*l.* and the interest thereof, or of any part thereof, to the said D. his, &c.) shall and will upon the reasonable request, &c. make, &c. (*Further assurance*) *And lastly*, it is hereby Peaceably mutually agreed and declared by and between the said parties, that joyment till until such time as a breach or failure shall be made in the performance of the above written proviso, it shall and may be lawful to and for the said A. his executors, &c. peaceably and quietly to have, hold, use, occupy, possess and enjoy the said messuage, &c. default.

XXVI. Of Legacies.

An Assignment by one Residuary Legatee to another, on dividing their Legacy of mortgaged Premises, which are part of the said Legacy.

By Indorsement on the Mortgage.

WHEREAS the within named J. P. made his last will and testament in writing, bearing date, &c. and did constitute his sons J. and W. P. executors thereof, and did give unto them, or the survivor of them, all the rest and residue of his personal estate, after his debts, legacies and funeral expences were discharged, and did not thereby specifically give or devise the within mentioned security to any person, but the said J. and W. P. the sons became intitled thereunto as residuary legatees, and they have agreed amongst themselves that, upon the division of the residuary part of the said testator's personal estate, the said J. P. shall have to his own use and benefit, exclusive of his said brother W. the within mentioned security, and all interest to grow due for the same, from *Lady-day* now next ensuing: *Now know all persons by these presents*, that in pursuance of the said agreements, He the said W. P. Hath assigned and transferred, released, quit-claimed and confirmed, (a) and by these presents
Doth,

(a) The reader will no doubt observe, that the conveying words in this assignment differ from those usually applicable in these cases in number and extent of operation. The reason is, that this assignment has an eye to three objects. Either to pass an estate in interest,—to discharge an estate already created in point of interest,—or to confirm such estate. The conveyancer therefore intermingles words adequate to all and each of these purposes. Where the object is merely to assign an estate vested in the assignor, the words “assign” and “transfer” effect all that is necessary. But in a case circumstanced as above, though that object may be necessary, it is not so conceived to be *prima facie*. For, the assignee, being stated to be a joint residuary legatee, is, in that character, already possessed of the thing, assigned by the first words of the instrument, *per my et per suam*. The instrument, therefore, although it assumes the form of an assignment, is primarily meant to operate as a release *mitre le*
estate,

Doth, &c. unto the said J. P. his brother, his executors, administrators and assigns, The within written mortgage and security, and the within mentioned manor, and all and singular the within mentioned messuages, lands, tenements and hereditaments, and all the estate, right, title, interest, trust, term and terms of years, claim and demand whatsoever in law or equity of him the said W. P. of, in, unto or out of the same premises; To have and to hold the same premises unto the said J. P. his executors, administrators and assigns, for and during all such estate or estates, term or terms of years, as the said J. P. the testator was intitled unto at the time of his decease, or which the said W. P. could challenge or demand in case these presents had never been made, together with all such interest as shall grow due upon the same security from Lady-day next ensuing. (W. P. covenants with J. P. that he hath not incumbered, &c.)

An Assignment of a Legacy from the Legatees to the sole surviving Executor and Trustee in Consideration of the Money being paid, containing an Authority to raise the same pursuant to the Will.

K NOW ALL PEOPLE by these presents, that I H. T. of, &c. gent. younger son of Sir R. T. of, &c. bart. deceased, for and in consideration of the sum of 1000*l.* of, &c. to me in hand paid by G. D. of, &c. esq; the sole surviving executor and trustee, of and in the last will and testament of my said father, the receipt whereof I do hereby acknowledge, and thereof, &c. *Have* granted, assigned and transferred, and by these presents *Do*, &c. unto the said G. D. his executors, administrators and assigns, *The* sum of 1000*l.* of, &c. given, limited or appointed to me, in and by the last will and testament in writing of my said father, and all my right, title, trust, claim and demand, of, in, to or out of the said sum of 1000*l.* given, limited or appointed to me, in or by the same will; *To have*, hold, receive and take the same sum of 1000*l.* hereby granted and assigned, or intended to be hereby granted or assigned unto the said G. D. his executors, administrators and assigns, to his and their own use and benefit, without giving any account to me, my executors or administrators, for the same; *And* for the considerations aforesaid, I do hereby authorize and empower the said G. D. his executors or administrators, by mortgage, sale, or otherwise, as by the said will is directed, to raise out of the estate late of my said father, the said sum of 1000*l.* so given to me by the said last will and testament of my said father, and to receive and retain the same to the proper use and benefit of him the said G. D. his executors, administrators or assigns, without

estate, to discharge the pretensions of the assignor, the co-residuary legatee, and not to pass an estate by transfer of possession; and to this effect the words introduced, to wit, "released" and "quit claimed" enure. Upon the same principle, and for further security, the word "confirmed" is used, that term being the technical expression used in that particular instrument called a "Confirmation" the object of which is to corroborate an estate already in being. And to either of these purposes, as occasion shall require, this instrument may be pleaded. In all cases therefore where the thing to be parted with is circumstanced as in the precedent above, the words therein are proper to be used, in order thereby to secure the assignee in all events.

without giving any account for the same, to me, my executors or administrators; And I the said H. T. for myself, my heirs, executors and administrators, do hereby covenant, promise and agree, to and with the said G. D. his executors and administrators, that I the said H. T. have not made any other grant or assignment of the said sum of 1000*l.* intended to be hereby granted and assigned, or made, done or suffered any other act, matter or thing whatsoever, whereby to release, extinguish or discharge my right or title to the same by virtue of my said father's will. *In witness, &c.*

Drawn by Mr. Webb.

Assignment of a Legacy for Payment of Monies lent, and for Board, Lodging and Apparel, and for all further Sums to be lent, and paid for carrying on and defending a Cause in Chancery, &c.

THIS INDENTURE, &c. *Between E. M. late of, &c. of the one part, and G. H. of the Middle-Temple, London, gent. of the other part. Whereas R. M. of, &c. father of the said E. made his Recitals.* last will, &c. bearing date, &c. and thereby directed his lands and personal estate to be disposed of amongst his three children, *viz.* R. M. the said E. M. party hereto, and M. M. the son and daughters of the said R. and directed 200*l.* to be paid thereout to the said E. M. And whereas the said E. M. for the space of 18 months last past, Necessaries hath been provided with meat, drink and apparel at the proper charge found. and expence of the said G. H. And there is now due and owing to the What is due to said G. H. from her the said E. M. on that particular account, and the assignee. for money lent unto her the said E. M. by the said G. H. the sum of 27*l.* 10*s.* of, &c. exclusive of the several sums due to him the said G. H. from her the said E. for his fees and disbursements, on his application in and about the recovery of the said sum of 200*l.* and in and about a suit commenced in the high court of chancery against the said R. M. and others concerning the said 200*l.* And whereas the Retainer. said E. M. hath retained the said G. H. as her solicitor in the said high court of chancery, to prosecute the said suit, and procure the payment of the said 200*l.* Now this Indenture witnesseth, That the Consideration. said E. M. for and in consideration of the said sum of 37*l.* 10*s.* and in consideration also of the sum of 5*s.* of, &c. to her, &c. by, &c. at, &c. the receipt, &c. Hath bargained, sold, assigned and set over, and Assignment. by, &c. Doth, &c. unto the said G. H. his executors, administrators and assigns, All and singular the aforesaid legacy and sum of 200*l.* so as aforesaid bequeathed and directed to be paid unto her by virtue of the said will of the said R. M. together with all the property, claim and demand of the said E. M. of in and to the same, and every part and parcel thereof; To have and to hold the said bargained, sold Habendum. and assigned premisses, sum and sums of money as aforesaid, unto the said G. H. his executors, administrators and assigns, as his and their own proper goods and chattels for ever, In trust, to and for the In trust. use, intent and purpose herein after mentioned and expressed concerning the same; And the said E. M. by these presents doth Letter of attorney. nominate, &c. the said G. H. his, &c. her true, &c. to prosecute the said suit, and to defend all other suit and suits hereafter to be brought

How the money shall be applied.

Covenant that the money is not received, &c.

And to do any further act, &c.

brought and commenced concerning the said 200*l.* and in the name of her the said *E. M.* to ask, &c. the said sum of 200*l.* and the interest thereof, and all and every the cost and costs, and other sum and sums of money whatsoever, which shall at any time hereafter become due and payable by means or reason thereof; and also for her, &c. one or more discharge, &c. to the said *R. M.* and all other person or persons in any wise interested or concerned therein, the executors and administrators of them, and every of them, and in general to act, do and perform for the said *E. M.* and in her name, all, &c. *Provided always*, and the true intent and meaning of these presents is, that the said several sum and sums of money, to be received by virtue of these presents, shall be applied as follows, *viz.* in the first place to pay unto him the said *G. H.* his, &c. as well the said several sums of 37*l.* 10*s.* and 5*s.* before mentioned, as also all such other sum and sums of money, which be the said *G. H.* shall hereafter at any time advance; lay out or expend for the support and maintenance of the said *E. M.* and also all such sums of money as are already due, or hereafter shall become due to the said *G. H.* for his fees and disbursements in the recovering of the said money, and in the prosecuting the said suit already commenced, and in the prosecuting and defending all and every other suit and suits to be commenced, for and against the said *E. M.* her executors and administrators, concerning the said 200*l.* or otherwise, and after payment of the same, then to pay the residue thereof to the said *E. M.* her executors, &c. according to the true intent and meaning of these presents. *And* the said *E. M.* for herself, &c. covenants, &c. to and with the said *G. H.* his, &c. by, &c. that she the said *E. M.* hath not received the said 200*l.* nor shall or will receive, release or discharge the same, or any part thereof, or any action or suit, process or proceedings in law or equity, that is, are or shall at any time hereafter be commenced or prosecuted for recovery thereof, or otherwise concerning the same, without the special licence and consent of the said *G. H.* his, &c. in writing under his or their hands for that purpose first had and obtained; *And* that she the said *E. M.* her, &c. shall and will at any time or times hereafter, upon the reasonable request of the said *G. H.* his, &c. make, give and execute unto him the said *G. H.* all such further power, authorities and assurances for the better assuring the premises, and to enable him to demand, recover and receive the same for the purposes aforesaid, as by the said *G. H.* his, &c. is witness, &c.

** Assignment of a Legacy in Payment of a Bond-Debt.*

Recitals.

Will.

THIS INDENTURE, made, &c. *Between A. A. of, &c. of the one part, and B. B. of, &c. of the other part. Whereas C. D. of, &c. esq.; in and by his last will and testament in writing, bearing date on or about the ——— day of ——— which was in the year of our Lord ———, after bequeathing and disposing of divers parts of his estates and effects as therein mentioned, gave, devised and bequeathed All the rest, residue and remainder of all and singular his real and personal estate of what nature or kind soever, not therein before disposed of, unto E. F. of, &c. esq.; G. H. of, &c. gent. and*

and *W. B.* of, *Esq.* gent. and the survivor of them, and the heirs, executors, administrators and assigns, of such survivor, *Upon trust* amongst other things that they the said *E. F. G. H.* and *W. B.* and the survivor of them, and the heirs, executors, administrators and assigns, of such survivor, should upon the decease or marriage of the testator's wife *F. D.* therein named, pay out of the residue of the said testator's estate, (amongst other legacies) to the said *A. A.* the sum of 15,000*l.* and the said testator in and by his said will, directed that all legacies therein particularly mentioned, to be paid out of the said residue of his said estates, should be as vested interests in the respective legatees upon his the said testator's decease, but that payment thereof was not to be made until after the decease or marriage of the said testator's wife, and the said testator appointed the said *E. F. G. H.* and *W. B.* executors of his said will: *And whereas* the said testator *C. D.* after-wards on or about the — day of — 17 —, departed this life without having revoked his said will, and the said *E. F. G. H.* and *W. B.* on or about the — day of the same month of —, duly proved the said will in the prerogative court of the archbishop of *Canterbury*, and took upon themselves the execution thereof; *And whereas* the said *F. D.* widow of the said testator *C. D.* deceased, departed this life, on or about the — day of — now last past, before the date hereof, whereupon the said legacy of 15,000*l.* given by the said will to the said *A. A.* became payable, and 4000*l.* part thereof, is now due and owing to the said *A. A.* *And whereas* the said *A. A.* by a certain bond or obligation under his hand and seal bearing date on or about the — day of — which was in the year of our Lord 17 —, became held and firmly bound to the said *B. B.* in the penal sum of 3000*l.* with a condition thereunder written, for making the same void on payment by the said *A. A.* his executors or administrators, unto the said *B. B.* her executors, administrators or assigns, of the sum of 1500*l.* of lawful money of *Great-Britain*, with interest for the same, after the rate of 5*l.* by the hundred pounds, for the year, on the — day of — then next ensuing, as in and by the said in part recited will or the probate thereof, and bond, relation being thereunto respectively had, may more fully and at large appear: *And whereas* the said principal sum of 1500*l.* secured by the said bond still remains due and owing, from the said *A. A.* to the said *B. B.* all interest for the same having been paid up to the day of the date of these presents: *And whereas* the said *A. B.* hath agreed to assign unto the said *B. B.* 1500*l.* part of the said legacy of 15,000*l.* to the satisfaction and discharge of the said sum of 1500*l.* due on the said bond, which he hath agreed to accept: *Now this Indenture witnesseth*, that in consideration of the said sum of 1500*l.* so due from the said *A. A.* to the said *B. B.* on the said recited bond as aforesaid, and in consideration of the sum of 5*s.* of lawful money of *Great-Britain*, to be said *A. A.* in hand well and truly paid by the said *B. B.* at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; he the said *A. A.* hath granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* grant, bargain, sell, assign, transfer and set over unto the said *B. B.* her executors, administrators and assigns, *All* that the sum of 1500*l.* being part of the aforesaid legacy of 15,000*l.* so given and bequeathed to him the said *A. A.* in and by the said

Testator's death.
Proof of will.
C. D.'s death, whereby legacy became payable.
Legatee entered into a bond.
Agreement to assign legacy in payment thereof.
Transfer.

Vol. II. M m hereinbefore

Assignments.

Habeendum.

Power of attorney to receive the same.

Covenant that the said legacy is due.

Not assigned.

hereinbefore recited will of the said *C. D.* as aforesaid, and all interest to accrue or become payable for the said sum of 1500*l.* from the ——— day of ——— now last past, and all the estate, right, title, interest, use, trust, benefit, property, claim and demand whatsoever, both at law and in equity, of him the said *A. A.* of, in, and to the said 1500*l.* part of the said legacy of 15,000*l.* To have, hold, receive, take and enjoy the said sum of 1500*l.* part of the said legacy of 15,000*l.* together with all interest to accrue due on the said sum of 1500*l.* from the ——— day of ——— now last past, unto the said *B. B.* her executors, administrators and assigns, from henceforth to and for her and their own proper and absolute use and behoof for ever, and for the considerations aforesaid, and for the better enabling the said *B. B.* her executors, administrators and assigns, to recover and receive the said sum of 1500*l.* part of the said legacy or sum of 15,000*l.* hereby or intended to be hereby assigned, and the interest to become due and payable for the same, He the said *A. A.* hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said *B. B.* her executors, administrators and assigns, his true and lawful attorney and attornies, irrevocable for and in the name or names of him the said *A. B.* his executors or administrators; or in the name or names, and to and for the only proper use and behoof of the said *B. B.* her executors, administrators and assigns, to ask, demand, sue for, recover and receive of and from the executors and executor of the said *C. D.* deceased, or the survivors or survivor of them, and the executors or administrators of such survivor, and of and from all and every other person and persons whomsoever, whom it doth shall or may concern, the said sum of 1500*l.* hereby assigned or mentioned, and intended to be, and all interest to accrue due for the same, from the said ——— day of ——— now last past, being part and parcel of the before mentioned legacy or sum of 15,000*l.* and upon receipt or payment of the said sum of 1500*l.* and of every part and parcel thereof, and the interest thereof, for and in the name and names of him the said *A. A.* his executors or administrators, or in the name or names of the said *B. B.* her executors, administrators or assigns, good and sufficient releases, discharges and acquittances to make, seal, execute and deliver, and one or more attorney or attornies under and for the said *B. B.* her executors, administrators or assigns, for the purposes aforesaid, or any of them to substitute and appoint, and generally to do perform and act all and every other matter and thing whatsoever, by her the said *B. B.* her executors, administrators or assigns, adjudged or deemed needful or requisite in and about the premises as fully and effectually to all intents and purposes whatsoever, as he the said *A. A.* his executors or administrators, or any of them, might or could do if personally present; he the said *A. A.* hereby ratifying, confirming and approving of all and whatsoever, she the said *B. B.* her executors, administrators or assigns, shall lawfully do, or cause to be done in or about the premises by virtue of these presents, and the said *A. A.* for himself his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *B. B.* her executors, administrators and assigns, by these presents, that the said sum of 1500*l.* hereby or intended to be hereby assigned, (part of the said legacy or sum of 15,000*l.*) now remains unpaid, and that the same

same is now justly due from the estate of the said C. D. deceased, and that he the said A. A. hath not at any time heretofore assigned, released or discharged the same or any part thereof, or done any act or thing whatsoever, whereby to release or extinguish the same or any part thereof, and that he the said A. A. his executors, administrators or assigns, or any or either of them, shall not, or will at any time or times hereafter receive, release, or discharge the said hereby or intended to be hereby assigned sum of 1500*l*. (part of the said legacy of 15,000*l*.) or do any act matter or thing to impede, hinder or prevent the payment thereof touching or concerning the same or any part thereof, without the licence and consent of the said B. B. her executors, administrators or assigns, in writing first had and obtained, and also that he the said A. A. his executors, administrators or assigns, shall and will from time to time, and at all times hereafter, at the request of the said B. B. her executors, administrators or assigns, but at the proper costs and charges in the law of him the said A. A. his executors, administrators and assigns, make do and execute all and every such further and other lawful and reasonable acts, deeds, matters and things whatsoever, as shall be needful, requisite and necessary to be done, for the further and better, and more perfect and absolute assigning and confirming, and assuring the said hereby, or intended to be hereby assigned sum of 1500*l*. (part of the said legacy or sum of 15,000*l*.) and all interest to accrue due for the said sum of 1500*l*. as aforesaid, unto the said B. B. her executors, administrators and assigns, as by the said B. B. her executors, administrators or assigns, or her or their counsel in the law, shall be reasonably devised, advised or required, and the said B. B. doth hereby acknowledge and declare, and she doth hereby accept the said sum of 1500*l*. (part of the said legacy so assigned as aforesaid) in full satisfaction and discharge of the said bond for 1500*l*. and the interest due or to grow due thereon. *In witness, &c.*

Covenant that the assignor will not release.

Covenant for further assurance.

Declaration that the assignee accepts the premises in satisfaction of his debt.

A collateral Security, whereby several Money Legacies (subject to Mortgages made thereof), are assigned as a further Security upon three Judgments and a new Bond, &c. wherein a stated Account with mutual general Releases, &c. subject to a Proviso, &c. to vacate Judgments, and not to take out any Process therein in the mean Time.

THIS INDENTURE, &c. Between C. F. of, &c. esq. (administrator of the goods and chattels, debts and credits of R. E. late of, &c.) of the one part, and H. L. of, &c. of the other part. *Whereas* H. N. late of A. in the kingdom of France, esq. deceased, did by his last will and testament in writing, bearing date, &c. (amongst other legacies and bequests), give and bequeath the several legacies or sums of money, unto the several persons therein and herein after named, *viz.* unto his nephew G. N. the legacy or sum of 1000*l*. unto his nephew H. N. the sum of 500*l*. unto his nephew A. N. the legacy or sum of 500*l*. unto his niece D. N. the legacy or sum of 500*l*. together with interest for the said several legacies after the rate of 4*l*. per cent. per ann. until the respective times of payment thereof; (*Recite several assignments and mortgages of the said several legacies, whereby some of them became vested in the said C. F. and that C. E. had assigned some of them*

Recitals, *viz.* As to several legacies given by the will of H. R. to several persons and their wills and assignments and mortgages thereof.

As to three judgments obtained by assignee against assignor.

As to a new bond from assignee with another person to assign for better securing payment of the sum now due to him.

As to a general stated account of even date, between assignor and assignee, and what now due to him on balance thereof.

As to general releases given by each party.

Judgments and bond excepted.

As to previous agreement for assigning legacies as a collateral security.

*them to several mortgagees for securing several sums of money): And whereas the said H. L. obtained the judgment against the said C. F. in his majesty's court of common pleas at Westminster, as of, &c. in an action of debt upon bond, for the sum of 1400*l.* the penalty of the said bond, besides costs of suit; (recite two other judgments obtained by L. against F. by bond for 100*l.* and 507*l.*) as in and by the said several judgments remaining as of record in the said court, relation being to them respectively had, may more at large appear: And whereas, for better securing payment of the said several principal sums of money, and the interest thereof now due from the said C. F. to the said H. L. as aforesaid, he the said C. F. together with M. N. of, &c. by their bond or obligation, bearing date, &c. are and stand jointly and severally bound unto the said H. L. in the penal sum of 1200*l.* conditioned for the payment unto the said H. L. his executors, &c. of the sum of 600*l.* on the several days, and in manner as therein mentioned, as by the said bond, &c. And whereas, upon a general account this day made up, settled and stated, by and between the said C. F. and H. L. as well of and concerning the several principal sums of money, interest, costs and charges now due and secured unto the said H. L. by virtue of the several recited judgments; as also of all other debts, transactions and dealings between him and the said C. F. it appears upon the balance thereof, that there is now due and owing from the said C. F. to the said H. L. the sum of 708*l.* 17*s.* 5*d.* as by the said account bearing even date herewith, and signed by them the said C. F. and H. L. may appear: And whereas, before the signing the said stated account, they the said C. F. and H. L. in pursuance of an agreement between them for that purpose, have executed unto each other general releases also bearing even date with, and executed immediately before these presents, in one of which releases, the said C. F. hath remised, &c. unto the said H. L. his, &c. all and all manner of actions, suits and demands whatsoever, both at law and in equity, for or by reason of any transactions, dealings, accounts, reckonings, agreement and agreements whatsoever, had, made or agreed unto, by and between him and the said C. F. or for, by reason or on account of any other matter, cause or thing whatsoever from the day of the date thereof, in such manner as therein is mentioned, and in and by the said other general releases, the said H. L. hath thereby remised, &c. to the said C. F. his, &c. all, &c. from the day of the date of the same release, save and except as to all principal and interest monies now due and to become due from the said C. F. to the said H. L. by virtue of the said three several judgments and last recited bond, together with all costs, charges and damages touching the recovering and receiving thereof, as by the said general releases may appear; And whereas, previous to the signing of the said stated account, and executing of the said general releases, it was mutually agreed between the said C. F. and H. L. in manner as follows, viz. That the said three recited judgments so obtained by the said H. L. against the said C. F. as aforesaid, together with the said last recited bond, should stand and remain as a security for payment of the said sum of 708*l.* 17*s.* 5*d.* so now due to the said H. L. as aforesaid, together with all interest now due and from henceforth to become due for the same, and also of all costs and charges touching the recovering and receiving thereof; and that he the said C. F. as a further security for payment of the same, should assign unto the*

the said *H. L.* the said several herein before recited legacies; (subject nevertheless to the several herein before recited securities made thereof as aforesaid) in such manner as herein after is mentioned; in consideration whereof he the said *H. L.* agreed on payment to him of the said sum of ——— *l.* and the interest thereof, and of all costs and charges touching his recovering and receiving the same, to re-assign the said several legacies, and to acknowledge satisfaction upon record of the said several judgments, and that he the said *H. L.* in the mean time would not take out any execution, or other process upon all or any of the said judgments in such manner as hereinafter is also mentioned: *First consideration being assignor's assignment of the legacies, &c.*

Now this Indenture witnesseth, That the said *C. F.* (in pursuance and performance of his part of the said recited agreement, and for better securing payment of the said sum of 708*l.* 17*s.* 5*d.* and the interest thereof, rest unto the said *H. L.* his, *&c.* and also for and in consideration of the sum of 10*s.* of, *&c.* to the said *C. F.* in hand paid by the said *H. L.* at, *&c.* the receipt, *&c.* and for divers, *&c.* Hath granted, *&c.* and by, *&c.* the said *C. F.* doth fully, freely, clearly and absolutely grant unto the said *H. L.* his executors, administrators and assigns, *All* those the said several herein before mentioned and recited legacies, given, devised and bequeathed in and by the said respective wills of them the said first herein named *H. N. G. N.* and *A. N.* or any of them, unto the several persons herein before mentioned, or which was or were assigned unto, or otherwise become vested in him the said *R. E.* together with all interest monies now due or owing, and which shall hereafter become or grow due, for or in respect of the said several legacies or sums of money hereby assigned, or intended to be assigned, or any of them, or any part thereof, and also all the right, title, interest, power and equity of redemption, trust, property, claim and demand whatsoever of him the said *C. F.* of, in and to the said several hereby assigned legacies or sums of money, or any of them, or any part or parcel thereof; (*Subject nevertheless* to the said several herein before mentioned and recited mortgages or assignments thereof, so far as the same affect or concern the said hereby assigned premises, or any part thereof); *To have and to hold,* receive, take and enjoy, all and singular the herein before mentioned and intended to be hereby assigned legacies and premises, unto the said *H. L.* his, *&c.* from henceforth, as and for his and their own proper monies and effects for evermore; (*Subject nevertheless* to the proviso or agreement herein after contained for the redemption of the said herein before assigned legacies); *Short letter of attorney.*

And the said *C. F.* doth hereby give and grant unto the said *H. L.* his, *&c.* full power and authority by all lawful ways and means, and by due course of law or equity, at the sole and proper cost and charges of him the said *C. F.* his, *&c.* to proceed or sue for the recovery, and compel payment of the said several hereby assigned legacies or sums of money, and the interest thereof, or any of them, or of any part or parcel thereof, and upon receipt and payment thereof, or of any part thereof, to make and give acquittances or other discharges for the same, as occasion shall require, and whatsoever shall be so recovered and received, to retain and keep to his and their own proper use and behoof, as his and their own proper estate; (*Subject nevertheless* in manner as aforesaid.) *And* *Subject, &c.*

this Indenture further witnesseth, That in pursuance and performance of the said recited agreement, and for better securing payment of the said principal sum of 708*l.* 17*s.* 5*d.* together with interest thereof, and of all costs *Second consideration. Declaration as to the judgments.*

Proviso,

to be void, and then to acknowledge satisfaction on record on said judgments.

Third consideration.

Mr. L. covenants, viz to re-assign said legacies, &c.

Not to take out any process, &c. until default in payment of either of the six sums, and on full payment to acknowledge satisfaction on said judgments.

costs and charges touching and concerning the same, unto the said H. L. his executors, administrators and assigns, it is hereby agreed and declared, by and between the said parties hereto, that the said herein before recited several judgments and last recited bond, shall stand, remain, and be as a security, as well for payment of the said sum of 708*l.* 17*s.* 5*d.* and the interest thereof, together with all costs and charges touching the recovering and receiving the same, in such manner, and subject to the acknowledging satisfaction upon the said judgments, and the delivering up the last recited bond, in such manner as herein after is mentioned and expressed : *Provided always*, and it is hereby agreed and declared, by and between the said parties to these presents, and the said H. L. for himself, &c. doth hereby covenant, &c. to and with the said C. F. his, &c. that if he the said C. F. his, &c. shall and do well and truly pay, &c. unto the said H. L. his, &c. at or in his now dwelling house, situate, &c. the said sum of 708*l.* 17*s.* 5*d.* of, &c. by six half-yearly payments, in manner as follows, (that is to say), &c. together with interest for the same several and respective sums, until the respective times of payment thereof, after the rate of 5*l.* per cent. per ann. and together also with all costs and charges touching the recovering and receiving thereof, and that without any manner of deduction or abatement for taxes parliamentary or other charges or assessments whatsoever or howsoever, that then the assignment herein before made of the said several legacies, shall be absolutely void and of none effect ; and that then also he the said H. L. his executors, administrators or assigns, (at the costs and charges of the said C. F. his, &c.) shall and will acknowledge satisfaction upon record of the said several judgments, or do any other lawful act to vacate and discharge the same, as by the counsel of the said C. F. his heirs, executors or administrators, shall in that behalf be reasonably advised or required ; and that then also he the said H. L. his, &c. shall deliver up to the said C. F. his, &c. the said last recited bond to be cancelled ; any thing, &c. *And, &c. (Mr. F. covenants to pay the money as before mentioned, and that he nor R. E. have not assigned, &c. save as before mentioned, but that the legacies are due, &c. good right, further assurance.) And this Indenture further witnesseth*, That the said H. L. in pursuance and performance of his part of the said recited agreement, and in consideration of the said sum of 708*l.* 17*s.* 5*d.* and the interest thereof, and of all costs and charges to be to him paid by the said C. F. in manner as aforesaid, doth for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said C. F. his heirs, executors and administrators, in manner as follows : (that is to say) that he the said H. L. his executors, administrators or assigns, (on full payment to him and them by the said C. F. his executors, administrators or assigns, of the said sum of 708*l.* 17*s.* 5*d.* together with interest for the same, and of all costs and charges touching the same, on the several days, and in manner as aforesaid) shall and will, at the request and charge of the said C. F. his executors, administrators or assigns, re-assign unto him or them, or to such other person or persons as he or they shall direct or appoint, the said herein before recited and assigned several legacies or sums of money, and the interest thereof ; and also that he the said H. L. his executors, administrators or assigns, shall not, nor will take out any extent, execution or other process whatsoever, upon all or any of the said judgments, until such time as default

or failure shall be made in payment of all, any, or either of the said six several payments of the said sum of 708*l.* 17*s.* 5*d.* and the interest thereof, in manner as aforesaid; and lastly, that he the said *H. L.* his executors, administrators or assigns, on full payment to him and them of the said sum of 708*l.* 17*s.* 5*d.* and the interest thereof, together with all costs and charges touching the same in manner as aforesaid, shall and will, at the like costs and charges of the said *C. F.* his heirs, executors or administrators, acknowledge satisfaction upon the record of the said several recited judgments, or do any other legal act to vacate the same, as by him or them, or his or their counsel learned in the law, shall in that behalf be reasonably advised or required. *In witness, &c.*

*Assignment of a Legacy (depending on the Determination of a Decree in Chancery, which had been assigned to the Assignees of a Commission of Bankruptcy, and by them afterwards assigned in Trust for the Bankrupt, upon Condition, &c.) from a Bankrupt and his Trustee, to a Mortgagee for securing 450*l.* and Interest.*

THIS INDENTURE TRIPARTITE, &c. *Between W. L.* of the first part, *E. E.* of the second part, and the honourable, *C. C.* of the third part. *Whereas* by indenture Tripartite, dated 29 November last, *A. B.* and *C.* (assignees and creditors of the said *W. L.*) and the several other creditors of the said *W. L.* executing the said indenture, of the first part, the said *W. L.* of the second part, and the said *E. E.* of the third part; whereby, after reciting therein (*inter alia*) that a commission of bankruptcy had been awarded against the said *W. L.* and that he by the commissioners therein named had been declared a bankrupt; and that his estate had been assigned to the assignees, in trust for themselves and other the said creditors; and that by two deeds of dividend therein mentioned recited, the said several creditors of the said *W. L.* had been out of his estate and effects respectively paid the sum of 6*s.* in the pound, in part of their several debts in a schedule thereunder written mentioned; and that he had proposed and agreed to pay each of them the further sum of 2*s.* 6*d.* in the pound in full of their respective debts; and further reciting, that there was a cause then depending in the high court of chancery, wherein the said assignees of the said creditors were plaintiffs, and the said *W. L.* and *M.* his wife, and others therein named, defendants, touching a legacy of 600*l.* given by the will of *J. H.* esq. to the said *M. L.* the wife of *W. L.* and that the said *M.* on the first of July, &c. appearing in the said court, and being there examined, did declare she was desirous the said 600*l.* legacy should be paid to the plaintiffs the assignees, to be by them distributed amongst her husband's creditors; but it being doubtful whether the said court would decree the same to be paid to the said creditors, or settled upon the said *M.* therefore the said creditors, in consideration of the said further sum of 2*s.* 6*d.* in the pound, to be to them respectively paid and secured to be paid by the said *W. L.* did agree to accept of the same in full for their respective debts; *It is witnessed*, that the said *W. L.* in pursuance of this agreement, did thereby covenant to pay to each of his said creditors, the said further sum of 2*s.* 6*d.* in the pound, on a day therein mentioned; and that the same should be secured to be to them so paid,

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in manner as therein and herein after mentioned; in consideration whereof, and of the said 6s. in the pound, so paid as aforesaid, they the said creditors and every of them, agreed to accept of the said further sum of 2s. 6d. in the pound, in full discharge of their several debts; and, on payment thereof, to give such releafe and discharge for the same unto the said *W. L.* in manner as therein also mentioned: *And it is further witnessed*, that for securing payment of the said sum of 2s. 6d. in the pound, and for other considerations therein mentioned, they the assignees of the said creditors (by and with the consent and direction of the said other creditors, and of the said *W. L.* testified as therein mentioned) did sell and assign unto the said *E. E.* *As well* the said legacy of 600*l.* as also all the effects, goods and chattels whatsoever then due and belonging to the estate of the said *W. L.* which had not been got in and received by the said assignees; *To hold* the same unto the said *E. E.* his executors and assigns from thenceforth, together with a full power for the said *E.* to receive and discharge the said 600*l.* legacy; *Nevertheless upon the trusts* following, *viz.* *Upon trust* (in case the said *W. L.* should not, before the time therein mentioned, pay unto every one of his said creditors, the said 2s. 6d. in the pound) that he the said *E. E.* or his assigns, should by, with, and out of the hereby assigned premises (after his and their charges deducted) pay the residue thereof, when received, unto the assignees and other creditors, in manner as therein expressed; and in case he the said *W. L.* should, on or before the time aforesaid, pay to his said creditors the said further sum of 2s. 6d. in the pound; then upon further trust, that he the said *E. E.* should assign the said monies and premises unto the said *W. L.* his executors and assigns, in manner as therein also expressed; *in which indenture is contained a proviso*, that if the said *W. L.* should not pay to his said creditors, the said further sum of 2s. 6d. in the pound, at the time and in manner aforesaid, then every covenant and thing therein contained for the benefit of the said *W. L.* should be void; as in and by the said in part recited indenture, executed by the said assignees and other creditors, relation being thereunto had, may more fully appear: *And whereas*, since the executing of the said recited indenture, he the said *W. L.* hath actually paid unto the said assignees, and other his creditors who have executed the said indenture, the said further sum of 2s. 6d. in the pound, amounting in the whole to the sum of 400*l.* and upwards, in full discharge of their respective debts, mentioned and set forth in the said schedule thereunder written; by virtue whereof he the said *W. L.* is now interested in, and intitled unto the said legacy of 600*l.* and all other the estate and effects so assigned to the said *E. E.* upon the trusts aforesaid: *And whereas* by an indorsement written upon the back of the said recited indenture (which indorsement bears date the day next before the date hereof) they the said assignees and other the creditors of the said *W. L.* who have executed the said recited indenture (in consideration of the said further sum of 2s. 6d. in the pound, so to them respectively paid as aforesaid; and also in pursuance of the within written and herein before mentioned agreement and covenant) *Have* severally and respectively released and absolutely discharged the said *W. L.* his executors and administrators, of and from all debts, dues and demands whatsoever from him to them respectively due and owing, in such manner as therein mentioned; as by the same indorsement by them duly executed, relation being thereunto also had,

more at large may appear: *And whereas* the said sum of 400*l.* so mentioned to be paid by the said *W. L.* to his creditors as aforesaid, was the proper monies of the said *C. C.* and the same was by him at the request of the said *W. L.* advanced, lent and paid for the purpose aforesaid; and, previous to the lending thereof, he the said *W. L.* proposed and agreed, that the legacy of 600*l.* and all other his estate and effects so assigned to the said *E. E.* in trust, and now belonging to the said *W. L.* as aforesaid, should be assigned to the said *C. C.* for securing repayment to him of the said sum of 400*l.* and of the further sum of 50*l.* by him the said *C. C.* to the said *W. L.* now lent and paid (making together the sum of 450*l.* together with interest for the same, in such manner, and subject as herein is in that behalf mentioned and expressed; *Now this Indenture witnesseth,* That in consideration of the said sum of 450*l.* by him the said *C. C.* so lent and paid to the said *W. L.* as aforesaid, the receipt, &c. and also for and in consideration of the sum of 5*s.* of, &c. to the said *E. E.* now paid by him the said *C. C.* the receipt whereof is by him hereby acknowledged, and for securing repayment of the said several sums of 400*l.* and 50*l.* (making together the aforesaid sum of 450*l.* and of the interest thereof) be the said *E. E.* at the special instance and request, and by the direction and appointment of the said *W. L.* testified by his being a party to and executing of these presents,) and also he the said *W. L.* (in pursuance of said agreement) *Have* and each of them *Haib* bargained, sold, assigned, transferred and set over, ratified and confirmed, and by these presents *Do* and each of them *Dotb*, &c. unto the said *C. C.* *As well* the said legacy or sum of 600*l.* *As also* all the debts, effects, goods, chattels, and all other the estate and premisses, which in and by the said in part recited indenture were by the said assignees assigned to the said *E. E.* upon the trusts aforesaid; *And* all the right, interest, property, trust, benefit, advantage, claim and demand whatsoever, both at law and in equity, of them the said *E. E.* and *W. L.* or of either of them, of, in, to or out of the said hereby assigned legacy of 600*l.* and other the premisses by virtue of the said recited indenture, or otherwise howsoever; *Together* with the same indenture, and together also with all benefit and advantage whatsoever to be had or made, by virtue of any decree to be made, had or obtained, in or by the said court of chancery, touching the said legacy of 600*l.* *To have, hold,* receive, take and enjoy the said legacy of 600*l.* and all and singular other, the herein before mentioned and intended to be hereby assigned premisses, unto and to and for the only use and benefit of the said *C. C.* his executors, administrators and assigns, from henceforth, as and for his and their own proper monies, goods and chattels, for evermore, and that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as they the said *E. E.* and *W. L.* or either of them, their or either of their executors, or administrators, may, can, might, could or ought to have had, held, received or enjoyed the same, in case these presents had not been made (subject nevertheless to the proviso herein after contained,) *viz. Provided always* and upon this condition, that if the said *W. L.* his executors, administrators or assigns, shall and do well and truly pay, or cause to be paid unto the said *C. C.* his, &c. the said sum of 450*l.* of, &c. together with lawful interest for the same, on the 12th day of *February* now next ensuing the date hereof, without any deduction for taxes parliamentary, or otherwise howsoever, then and from

As to the monies being the proper monies of mortgagee, and that, before lending thereof, mortgagor proposed the 600*l.* should (*inter alia*) be assigned as a security for repayment thereof.

Consideration.

Assignment.

Habendum.

Proviso.

lease granted, and now to come therein, as in, &c. relation *&c.* *And whereas*, previous to and before the making of the said assignment of the said lease and premisses comprised therein, it was agreed between the said *F. P.* and *W. H.* that all benefit and advantage whatsoever, touching the enjoyment of the within mentioned several lights, should be assigned to the said *W. H.* in such manner as herein after mentioned: *Now these indorsed Presents witness*, that in pursuance of the said agreement, and for the consideration in the said recited indenture of assignment mentioned, she the said *F. P.* hath assigned, transferred and let over, and by these presents *Doth* assign, &c. unto the said *W. H.* his executors, administrators and assigns, *The* within mentioned and granted liberty, benefit and advantage of peaceable possession, and of quiet holding and enjoying the said several lights into the within mentioned ground called *New-Court*, for and during all the residue of the within granted time or term of years now to come therein, and that in as full, large and beneficial manner, as all or any of the said lights, now, late or theretofore have been held, used and enjoyed by the said *F. P.* or any other occupiers of the said premisses, called the *Sugar Loaf*, or as fully and amply, to all intents and purposes whatsoever, as she the said *F. P.* her executors or administrators, by virtue of the within written covenant from the within named *F. S.* could have or might have held and enjoyed the same in case these presents had not been made, together with all benefit and advantage whatsoever to be had or made of the same covenant, in case of any breach made thereof by the said *F. S.* his heirs and assigns. *And* the said *F. P.* for herself, her executors and administrators, doth hereby covenant with the said *W. H.* his executors, administrators and assigns, that she the said *F. P.* hath not, nor shall will at any time hereafter make, do, commit, or willingly suffer any act, matter or thing whatsoever, whereby or by means whereof the said hereby assigned premisses, or any part, benefit or advantage thereof are or is, or shall or may be in any wise prejudiced, released or discharged, in any manner howsoever. *In Witness, &c.*

XXIX. Of Lottery Tickets and Orders.

An Assignment of Lottery Tickets and Orders as Security for Money due on a Bond.

T. M. indebted to *J. P.*

T. M. intitled to lottery tickets.

THIS INDENTURE, made, &c. *Between T. M.* of, &c. of one part, and *J. P.* of, &c. of the other part. *Whereas* in by one bond or obligation bearing even date herewith, the said *T.* stands bound unto the said *J. P.* in the penal sum of 400*l.* conditions to be void upon payment of 200*l.* upon the 27th day of *October* next ensuing: *And whereas* the said *T. M.* is intitled to 24 lottery tickets, made out pursuant to an act of parliament for laying several duties upon, &c. for raising the sum of, &c. by way of lottery towards

towards his majesty's supply, which 24 lottery tickets are numbered
 as followeth, *viz.* No. 29,688, &c. and have been entered (as the
 said *T. M.* affirms) at his majesty's exchequer, or elsewhere, to the
 intent that one or more order or orders may or might be made out in
 the name of the said *T. M.* and delivered as usual upon delivering up
 of the said 24 lottery tickets: and by virtue of the same lottery
 tickets, (some whereof are benefits,) or of the order or orders made
 out, or to be made out, for or in lieu thereof, there is or will be due
 principal money: *Now this Indenture witnesseth,* That for the **Consideration.**
 further and better securing the payment of the said sum of 206*l.* ac-
 cording to the condition of the said recited obligation, and for and in
 consideration of the sum of 5*s.* of lawful money to the said *T. M.*
 on hand paid by the said *J. P.* at, &c. the receipt, &c. *He* the said
T. M. *Haib* bargained, sold, assigned and set over, and by these **Assignment.**
resents *Dorb* bargain, &c. unto the said *J. P.* his executors, admini-
 strators and assigns, *The* said 24 lottery tickets, and also the order
 or orders made out, or to be made out, for or in lieu thereof, and
 all principal and interest monies due and to be due upon or by virtue
 of the same tickets, order or orders, and all the estate, right and inte-
 rest of the said *T. M.* of, in and to the same; *To have and to hold* **Habendum:**
 the said tickets, order and orders, monies and premisses intended to
 be hereby assigned, unto the said *J. P.* his executors, administrators
 and assigns, as his and their own goods and chattels. *Provided* **Proviso that if**
always, and these presents are upon this condition, that if the said **the bond be**
T. M. his, &c. do and shall well and truly pay or cause to be paid **paid, the tic-**
 unto the said *J. P.* his, &c. the said sum of 206*l.* upon the said day **kets to be deli-**
 on the condition of the said obligation mentioned for payment thereof, **vered up.**
 when the assignment hereby made shall cease and be void; and then
 and in such case the said *J. P.* his executors, administrators and
 assigns, shall and will deliver up the said tickets, or the order or orders
 to be taken out for or in lieu of the same, unto the said *T. M.* his,
 &c. *Provided* the said tickets, order or orders, be not destroyed by
 fire or other inevitable accidents, and shall and will be accountable
 to the said *T. M.* his executors or administrators, for such interest
 monies as he the said *J. P.* his executors, administrators or assigns,
 shall have received in the mean time. *Provided,* and the said *T. M.* **Proviso that if**
 both hereby covenant, declare and agree, to and with the said *J. P.* **default be**
 his executors, administrators and assigns, that if default shall be made **made in pay-**
 of or in payment of the said sum of 206*l.* or any part thereof, con- **ment, the as-**
 trary to the true intent and meaning of the condition of the said obli- **signee, after**
 gation: then and at any time after such failure of payment, it shall **notice, &c.**
 and may be lawful to and for the said *J. P.* his executors, admini- **may sell the**
 strators or assigns, after two months notice in writing, that he or they **tickets, &c.**
 should receive or take in his principal money and interest, to be left
 at the now dwelling-house of the said *T. M.* in ——— and on non-
 payment thereof, according to such notice, to sell, assign, and abso-
 lutely dispose of the said tickets, or order or orders made out, or to
 be made out as aforesaid, and premisses, for the best price that he or
 they can get for the same upon the *Royal Exchange in London*, and
 apply the monies arising thereby for or towards the payment of the
 said 206*l.* and interest, rendering and paying the overplus (if any)
 to the said *T. M.* his executors or administrators, upon demand: *And* **Letter of at-**
 he better to enable the said *J. P.* to sell and dispose of the premisses **torney impow-**
 hereby **ering him to do**
 the same.

hereby assigned, or mentioned to be assigned as aforesaid, in case such default as aforesaid shall be made in payment of the said 206*l.* and such notice of sale of the said premisses shall be given as aforesaid, he the said *T. M.* doth hereby make and ordain the said *J. P.* his executors and administrators, the lawful attorney and attornies of him the said *T. M.* in his name, or otherwise, to assign over to any person or persons the said order or orders, by indorsement or otherwise, and to set the hand, or hand and seal of the said *T. M.* to such assignment, and for him the said *T. M.* and in his name to seal and deliver the same. *In witness, &c.*

An absolute Assignment of a Lottery Order by Indorsement

10th Lottery Order, 1711.

I The within named *A. B.* do hereby assign and transfer all my right, title and interest in and to the within written order and monies thereby secured, unto *C. D.* his executors, administrators and assigns, this 30th of *May*, 1714.

Witnesses present

XXX. Of Money, and the Interest thereof.

*A Deed of Gift or Assignment of 40*l.* payable out of a Copyho'd Estate after the Death of a Mother.*

TO ALL PERSONS, &c. *H. S.* late of, &c. (one of the sons of *W. S.* of, &c. deceased, by *M.* his wife, now living) sendeth greeting. *Whereas* the said *H. S.* after the death of *M.* his mother, is intitled to the sum of 40*l.* of, &c. which sum of 40*l.* is charged and payable to him the said *H. S.* his executors and assigns, immediately after the death of the said *M.* his mother, upon and out of a certain copyhold estate of inheritance, situate in or near *T.* aforesaid, and held of the lord of the manor thereof, and which sum is secured to be paid to the said *H. S.* by *W. S.* of ——— his executors, administrators or assigns, by virtue of a certain deed or instrument by him duly made and executed on his purchase of the reversion of the said copyhold estate or premisses after the death of the survivor of them the said *W. S.* and *M.* his wife, and which deed or instrument is now lodged or registered in the hundred court of *C.* in the said county of *S.* *Now know ye, and these Presents witness,* That for and in consideration of the sum of 25*l.* of, &c. to the said *H. S.* in hand well and truly paid by *H. S.* of, &c. (brother of the said *H. S.*) at or before the executing hereof, (in full for the absolute purchase of all his the said *H. S.*'s right and interest of, in and to the said sum of 40*l.* so payable to him as aforesaid), the receipt, &c. and in consideration of the natural love and affection which he the said *H. S.* hath for and beareth to his said brother

brother, and for divers other good and valuable considerations him thereunto especially moving, he the said *H. S. Hatb*, and by these presents *Doth* freely, clearly and absolutely give, grant, bargain, sell; assign, remise, release, confirm and quit-claim unto the said *H. S.* As well the before mentioned sum of 40*l.* so charged on the said copyhold estate and premisses, and payable to him the said *H. S.* his heirs and assigns, immediately after the death of the said *M.* his mother, by the said *W. S.* his heirs, executors or assigns, in manner as aforesaid; as also all and every other sum and sums of money which shall become due or payable to him the said *H. S.* by force or virtue of the aforesaid deed or instrument; and all the right, interest, benefit, advantage, property, claim and demand whatsoever or howsoever of him the said *H. S.* or of any person in trust for him, of, in, to or out of the said hereby granted and assigned monies and premisses, by virtue of the said deed or instrument, or otherwise howsoever; *To have*, hold, receive, take and enjoy the said hereby recited and assigned monies and premisses, unto and to and for the only proper use and behoof of the said *H. S.* his executors, administrators and assigns, from henceforth, as and for his and their own proper monies for evermore; *And* for the better and more effectual enabling him the said *H. S.* his executors, administrators and assigns, *Ec.* (*Letter of attorney.*) *In witness, &c.*

*Assignment of 1000*l.* paid to the Executors of a Mortgagee by a third Person, &c. which is apprehended should be re-paid.*

TO ALL PERSONS, *Ec.* *W. N.* of, *Ec.* esq. sendeth greeting,
Whereas *E. P.* of, *Ec.* widow, relict and executrix of *S. P.* gent. her late husband, deceased, pretended that she had a mortgage of a messuage, *Ec.* heretofore made by Sir *T. J.* knt. unto *W. B.* of, *Ec.* esq. for 2000 years, as a security for 400*l.* principal money, which mortgage was assigned to the said *S. P.* and vested in her the said *E. P.* as his executrix; and also that she had another mortgage of the same premisses, pretended to be made by *W. J.* of, *Ec.* gent. (who had purchased the inheritance of the premisses) unto the said *E. P.* whereby he the said *W. J.* had subjected the premisses to and with the payment of such further sums of money unto the said *E. P.* as with the original mortgage money of 400*l.* and interest, amounted to 1600*l.* and upwards, she the said *E. P.* agreed to transfer the mortgage unto him the said *W. N.* upon the payment of the principal money and interest; and thereupon he the said *W. N.* paid unto the said *E. P.* the sum of 1000*l.* and was preparing to pay the remainder, in expectation of such transfer of the said mortgages to be made to him; but, before any further sum of money was paid, *J. B.* serjeant at law gave notice to the said *W. N.* that the said *W. J.* before such time as he made such mortgage unto the said *E. P.* had by lease and release granted and conveyed unto *W. D.* and *P. F.* the absolute inheritance of the premisses, in trust to be sold to reimburse the said *J. B.* divers great sums of money which he had paid for the said *W. J.* towards satisfaction of a debt of 1500*l.* or thereabouts, due to his present majesty for the said *W. J.* for stamped paper and parchment whilst he was a distributor thereof, and in trust to pay the remainder of the said debt to his majesty, and to indemnify the said *J. B.* from the same, as he was one of the said *W. J.*'s sureties to
the

the crown ; and that there was but little of the said original mortgage monies of 400*l.* due and owing unto the said *E. P.* at the time of the said *W. J.*'s conveyance to the said *W. D.* and *P. F.* whereupon the said *W. N.* desisted from making any further payments to the said *E. P.* and is, as he hoped, intitled to have the said 1000*l.* repaid unto him by the said *E. P.* or upon payment of the residue of the said mortgaged money and interest, ought to have a good title transferred unto him of and in the said mortgaged premisses : *Now know ye*, that the said *W. N.* for diverse good causes and considerations him thereunto moving, *Hath* given, granted and assigned, and by, *Ec. Doth, &c.* unto the said *J. B.* his, *Ec.* the said 1000*l.* and all his the said *W. N.*'s right, title, interest, claim and demand whatsoever at law and in equity, of, in and unto the same, and of, in and unto the said mortgaged premisses, by reason of the payment thereof as aforesaid, and all receipts and vouchers relating to the payment of the said 1000*l.* *And* the said *W. N.* doth hereby authorize and impower the said *J. B.* his, *Ec.* to apply the said 1000*l.* as he and they shall think fit, and to use the name of the said *W. N.* in any action or actions, suit or suits, at law or equity, for the recovery or application of the said 1000*l.* and to stand in aid, place and stead, for and in respect thereof, and of the said mortgaged premisses ; and to release, acquit and discharge the said *E. P.* her, *Ec.* of and from the receipt of the said 1000*l.* when and as he and they shall think fit ; and to do all other acts in the name of the said *W. N.* touching or concerning the premisses as he himself might lawfully do. *In witness, &c.*

An Assignment of Money due for Freight of a Ship.

TO ALL, *Ec. J. M. Ec.* sends greeting. *Know ye*, That in consideration of the sum of, *Ec.* to the said *J. M.* in hand, *Ec.* at *Ec.* by *C. S.* of, *Ec.* the receipt, *Ec.* *He* the said *J. M.* *Hath* granted, sold, assigned and set over, and *Doth* hereby grant, *Ec.* unto the said *C. S.* *The* one full and equal 32*d* part of all such sum and sums of money which are remaining due and owing from all and any person and persons, for or on account of the ship *S.* burthen about — tuns, *M. G.* late master, for the freight, hire or service of the said ship, or otherwise howsoever, and payable and belonging to the said *J. M.* for the 32*d* part of the said ship whereof he was owner at the time of the sale thereof, and all his right, title, property, interest, claim and demand, of, in and to the same, and every part thereof ; *To have*, hold, receive and enjoy the same unto the said *C. S.* his, *Ec.* to his and their own proper use and uses, without any account thereof to be made or given ; *And* for the better recovery, *Ec.* (*Letter of Attorney, and Covenant for peaceable enjoyment.* *In witness, &c.*

Or it may be thus :

TO ALL, *Ec. S. Ec.* master of the ship *E.* sends greeting. *Whereas* the several sums of money hereafter mentioned are standing out, and due and owing on account of freight for goods imported in the said ship, in her late voyage from *F.* viz. from *T. K.* the sum of, *Ec.* *Now know ye*, that to the intent *J. Ec.* part-owner of the

the said ship, may the better recover and receive the said several sums of money so standing out and owing as aforesaid, for the use of himself and the rest of the part owners of the said ship, and in consideration of 5*l.* to the said S. in hand, &c. the receipt, &c. He the said S. Doth hereby assign, transfer and set over unto the said J. The said before mentioned sums of money due and owing as aforesaid, and all his right, title, interest, property, benefit, claim and demand, of, in and to the same, and every of them; To have, hold and receive the same, and every of them, unto the said J. his, &c. for the use of himself and the rest of the part-owners of the said ship as aforesaid: And the better to enable the said J. &c.

Or thus:

TO ALL, &c. R. J. master of the good ship or vessel called the N. burthen, &c. sends greeting. Whereas the said R. by a writing or charter-party, dated, &c. hath let to freight unto J. N. G. M. E. H. and R. M. of London, merchants, the several parts of the said ship's tunnage, by them respectively subscribed and mentioned in the schedule or indorsement thereon, for a voyage to A. and back to London, at the rate of — *l.* per tun for freight, as thereby may appear: Now know ye, &c. (*ut supra.*)

Assignment in Part of a Sum of Money subscribed for Exchequer Bills.

THIS writing indented, made, &c. between A. &c. of the one part, and B. &c. of the other part. Whereas the said A. hath subscribed 5000*l.* for payment of the sum towards the circulating of exchequer bills, according to a certain writing indented, or contract being for that purpose made with the right honourable the lords commissioners of his majesty's treasury, dated at the treasury chamber the — Now befe Presents witness, That the said A. for and in consideration of the sum of 8*s.* of, &c. to him in hand paid at, &c. by the said B. the receipt, &c. Hath assigned and transferred, and by, &c. Doth, &c. unto the said B. and his assigns, to his and their own proper use, The sum of 1000*l.* part of the said 5000*l.* by him the said A. subscribed as aforesaid; and all such sums of money, and other benefit, profit and advantage whatsoever, which shall or may arise or become due for or by reason or in respect of the said 1000*l.* upon or by virtue of the said contract or subscription, or otherwise, and all his right, &c. in and to the same, and subject to the several articles, agreements and provisos herein contained on the part of the said A. in respect of the said 1000*l.* to be performed: And the said A. doth hereby fully authorize him the said B. his, &c. to do and perform all things in order to the recovery of receipt, and all benefit and advantage by or in respect of the said 1000*l.* to his and their own proper use and benefit, as fully and amply in every respect as he the said A. might or could do if he were personally present; And he the said A. for himself, &c. doth covenant, &c. to and with the said B. his, &c. in manner following, viz. That he the said A. his, &c. shall and will at any time or times hereafter, at the request, costs and charges of the said B. his, &c. do, or procure to be done, any further act or acts

for the better assigning his right and property in and to the said 1000*l.* and enabling the said *B.* and his assigns to recover and receive all benefit and advantage by or in respect of the said 1000*l.* as aforesaid, as shall be reasonably required: *And* the said *B.* for himself, his, &c. doth covenant, &c. to and with the said *A.* his, &c. that the said *B.* his, &c. shall and will duly pay or cause to be paid the said sum of 1000*l.* part of the said 5000*l.* subscribed by the said *A.* as aforesaid, at such times and in such manner as the same or any part thereof shall be required or demanded, according to the true intent and meaning of the said recited writing, indented with the said conditions of the treasury, and thereof and therefrom, and of all and from all actions, suits, payments, costs, troubles and damages by reason thereof, shall and will at all times hereafter save and keep harmless and indemnified the said *A.* his, &c. and his and their lands, tenements, goods and chattels, and every of them. *In witness, &c.*

An Assignment of Monies due upon Account.

K NOW, &c. That I *A. B.* of, &c. in consideration of the sum of — *l.* of, &c. to me in hand paid by *C. D.* of, &c. do hereby assign and set over unto the said *C. D.* to his own proper use, without any account to be given for the same, The sum of — *l.* and all other sum and sums of money as are remaining due and payable upon or by virtue of the annexed account, and all my right, title, interest and demand in and to the same; *And* do give and grant unto the said *C. D.* full power and authority to demand and receive the same, to his own use, and upon receipt thereof to give discharges for the same, or any part thereof: *And* I the said *A. B.* do hereby covenant and agree to and with the said *C. D.* the said sum of — *l.* is justly due and owing, and that I have not received or discharged the same, or any part thereof. *In witness, &c.*

An Assignment of Interest of Money in Satisfaction of a Debt.

T HIS INDENTURE, made, &c. Between *W. H.* of, &c. of the one part, and *J. H.* of, &c. and *R. M.* of, &c. of the other part. *Whereas* the said *W. H.* hath lately sold the, &c. formerly the inheritance of *M.* his first wife, and mother of *G.* his daughter, married lately to *T. H.* esq. unto *R. N.* for the sum of 13,500*l.* *And whereas* the sum of 4,500*l.* being the third part of the said purchase money, is to be detained and kept in the hands of the said *R. M.* until the said *G.* shall attain her age of 21 years, and confirm the said sale, according as it is agreed in that behalf, paying interest for the said sum unto the said *W. H.* after the rate of, &c. *And whereas* the said *J. H.* by recognizance in the nature of a statute staple, bearing date, &c. became bound unto *M. R.* and *A. K.* therein named, in the penal sum of 1500*l.* deforcfeasted for the sum of 700*l.* with interest at 5*l.* per cent. at, &c. or to such effect; as by, &c. *And whereas* the said *W. H.* is content; and has agreed that the interest of the said sum of 4,500*l.* shall go for or towards the payment of the said debt of the said *J. H.* upon the said recognizance: *Now these Presents witness*, that the said *W. H.* for and in consideration aforesaid, and in pursuance of the said intention and agreement,

Premises sold.
Third part of money detained on paying interest to *J. H.*
Recognizance for 700*l.*
Agreement to assign,
Consideration.

agreement, *Hasb* assigned, transferred, disposed and set over, and, &c. Assignment.
 unto the said J. H. and R. M. their executors and administrators, *All*
 the interest money that shall be due or payable for the said sum of
 4,500*l.* until the said G. shall attain her age of 21 years: *And* the said Appointment
W. H. for himself, his executors and administrators, doth hereby au- to pay the
 thorize, desire and appoint the said R. N. his heirs, executors and ad- money.
 ministrators, to pay all such interest money unto the said J. H. and R. M. their, &c. *And* it is hereby agreed and declared, and the said *W.* Receipts to be
H. for himself, &c. doth hereby agree, that the receipt or acquittance good.
 of the said J. H. and R. M. their, &c. or any of them who shall re-
 ceive any such interest money, shall be a good and sufficient discharge for
 such money for the said R. M. his, &c. to all intents and purposes, as
 if the said *W. H.* his, &c. or any of them, had given such receipt or
 acquittance: *And it is hereby agreed and declared*, and the true intent Money how to
 and meaning of these presents and the parties to the same is, that this be applied.
 present assignment of the said interest money is and shall be upon this
 special trust and confidence, that they the said J. H. and R. M. their,
 &c. shall employ and apply the said interest money which they or any
 them shall receive, for or towards the paying or satisfying the said sum
 of 700*l.* and all interest that after the date hereof shall be due for the
 same. *In witness, &c.*

XXXI. Of Mortgages.

An Assignment of (a) Mortgage of a Term of Years:

THIS INDENTURE, made, &c. *Between* J. F. of _____ of Recital of the
 the one part, and R. C. of _____ of the other part. *Whereas* mortgage.
F. J. by his indenture, bearing date the _____ (*and so recite the mort-*
gage) as in and by the said indenture, reference being thereunto had,
 may more fully appear: *And whereas* the said sum of — or any part
 thereof, was not paid or tendered to or for the said J. F. at the day in
 the proviso of redemption limited for payment thereof, and yet remain-
 eth unpaid, by reason whereof the said messuage and other premises,
 and the whole estate, right, title and interest of the *F. J.* in and to the
 same, became forfeited unto the said J. F. and he thereby was, and now
 is lawfully and absolutely interested and possessed in and of the said pre-
 mises, and of and in every part thereof, during the residue of the
 term of years which then were, and now are to come and unexpired,
 in and by the said indenture of demise above mentioned granted to the
 said *F. G.* *Now this Indenture witnesseth*, That the said *F. G.* for and
 in consideration of the sum of _____ to him in hand paid, the re-
 ceipt, &c. *Hasb*, &c. the said messuage, tenement and premises, with
 the appurtenances whatsoever, in and by the said indenture of demise
 granted to the said J. F. as aforesaid; and also all the estate, &c. _____
 N n 2 by

(a) Note; Nothing will pass under such assignment if the assignor be not in possession, unless it be executed on the premises.

by virtue of the said recited indenture of mortgage or assignment above recited, or of any thing therein mentioned or contained, or otherwise howsoever, together with the said indenture of mortgage or demise aforesaid, and all other writings relating to or concerning the same ; *To have and to hold*, &c. by force and virtue of the said recited indenture of lease, or the said indenture of mortgage aforesaid, or either of them, or any thing therein mentioned or expressed, or otherwise howsoever. (*Add a Covenant for Discharge of Incumbrances, &c. In witness, &c.*

An Assignment of a Mortgage, with a fresh Demise.

Recital of the mortgage.

The premises.

The habendum for 1000 years without impeachment of waste. Proviso to be void on payment of the mortgage money

Assignment of the above recited mortgage.

THIS INDENTURE TRIPARTITE, made, &c. *Between L. T. of, &c. widow, the only daughter and heir of J. T. late of, &c. widow deceased, which said J. T. was the only surviving sister and heir of T. B. of, &c. deceased, of the first part, F. M. of, &c. coach-harness-maker, of the second part, and E. B. of, &c. widow of the third part. Whereas by indenture bearing date, &c. made between the said L. T. of the one part, and the said F. M. of the other part, the said L. T. for the considerations therein mentioned, did demise, grant, bargain and sell unto the said F. M. his executors, administrators and assigns, all that messuage or tenement, with the appurtenances, situate, &c. heretofore in the tenure or occupation of F. P. sadler, afterwards of M. D. and then in the tenure or occupation of M. H. And also that other messuage or tenement, with the appurtenances, situate, &c. heretofore in the tenure or occupation of, &c. together with the ground and soil whereon the same messuage then stood, and all and singular the houses, edifices, buildings, sheds, shops, stalls, cellars, cellars, chambers, rooms, yards, back-sides, waters, water-courses, lights, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever, to the said messuages or tenements, or either of them, belonging or in any wise appertaining, or to or with the same or at any time theretofore, demised, letten, used, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member of them, or either of them, and the reversion and reversions, remainder and remainders, rents, issues, and all yearly and other profits of all and singular the said premises ; To hold to the said F. M. his executors, administrators and assigns, from, &c. last past, before the date of the same indenture, for and during and unto the full end and term of 1000 years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, Under a proviso or condition nevertheless, to be void on the said L. T. her heirs, executors, administrators or assigns, paying to the said F. M. his executors, administrators or assigns, the sum of, &c. on, &c. then next ensuing, without any deduction for taxes or other impositions whatsoever, which said money was not paid according to the said proviso or condition, whereby the said term became absolute in the law : And whereas there is now due and owing upon the said mortgage to the said F. M. for principal and interest the sum of, &c. Now this Indenture witnesseth, That for and in consideration of the said sum of, &c. of lawful, &c. to the said F. M. in hand paid by the said E. B. at or before the sealing and delivery of these presents, by the direction and appointment of the said L. T. testified by her being a party to, and her signing and sealing these*

these presents, and of the further sum of, &c. of like lawful money to the said *L. T.* in hand also paid by the said *E. B.* at or before the sealing and delivery of these presents, the several and respective receipts of which said several sums of, &c. they the said *F. M.* and *L. T.* do hereby respectively acknowledge, and thereof and therefrom, and from every part and parcel thereof, do, and either of them doth, clearly and absolutely acquit, release and discharge the said *E. B.* her executors, administrators and assigns, and every of them for ever by these presents, the said *F. M.*) at the desire and request, and by and with the consent, direction and appointment of the said *L. T.*) and also the said *L. T.* *Have*, and each of them *Hath* bargained, sold, assigned, transferred and set over, ratified and confirmed, and by these presents do, and each of them doth bargain, sell, assign transfer and set over, ratify and confirm, unto the said *E. B.* her executors, administrators and assigns, all those said two messuages or tenements, and all and singular other the premisses, in or by the said recited indenture demised or intended to be demised by the said *L. T.* to the said *F. M.* as aforesaid, with their and every of their members and appurtenances, and also all the estate, right, title, term of years, possession, property, claim and demand whatsoever of them the said *L. T.* and *F. M.* or either of them, of, in, to or out of the said hereby bargained or assigned premisses, or any part thereof in any wise howsoever, together with the said recited indenture of demise; *To have and to hold* the said messuages or tenements, and all and singular other the premisses herein before mentioned, and intended to be hereby bargained, sold or assigned, with their and every of their appurtenances, unto the said *E. B.* her executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said term of 1000 years in and by the said recited indenture of demise granted, yet to come and unexpired. *And* the said *L. T.* for the consideration aforesaid, doth hereby for herself, her heirs, executors and administrators, remise, release, and for ever quit-claim unto the said *E. B.* her executors, administrators and assigns, the said proviso or condition contained in the said recited indenture of demise, and all her right, title, power and equity of redemption, of, in or to the said bargained and assigned premisses, or any part thereof, by virtue of the said recited indenture of demise; or the said proviso or condition therein contained, or otherwise howsoever; subject nevertheless to the proviso or agreement herein after contained for the assignment of the same premisses. *And* the said *F. M.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and grant to and with the said *E. B.* her executors, administrators and assigns, by these presents, that he the said *F. M.* hath not at any time or times, made, done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by reason or means whereof the said hereby bargained and assigned premisses, or any part thereof, is, are, shall or may be charged or impeached in title, charge, estate, or otherwise howsoever. *And whereas* the said *L. T.* as administratrix to the said *J. T.* her mother, or by virtue of the will of her late grandmother *A. M.* deceased, or otherwise, is legally intitled to a messuage or tenement situate, &c. and two other houses lying behind the same, now or late in the tenures or occupation of, &c. held under the mayor and commonalty and citizens of *London*, and being parcel of the lands and tenements within the account of the masters and wardens of *London*

Habendum for the remainder of the 1000 years.

Release of the equity of redemption.

Covenant that the premisses are free from incumbrances.

Demise of other premisses held by lease under the mayor, &c. of *London*.

Habendum for
the residue of
the term.

Covenant to
pay the fine
for renewing
the lease.

And to procure
such new lease
to be made.

And to demise
the same, &c.

Proviso that
upon payment
of a sum of
money, this
present demise
to be void.

don bridge, for the remainder of a term, whereof two years will be to come at, &c. next, at the yearly rent of, &c. payable quarterly: *And whereas* the said L. T. hath lately agreed with the said mayor and commonalty and citizens of London, for a new lease to be granted to her, of the said three last mentioned messuages or tenements for, &c. to commence from the expiration of the present lease thereof, at the yearly rent of, &c. free from taxes, payable also quarterly, but the said new lease is not as yet made: *Now this Indenture further witnesseth*, that the said L. T. for the considerations aforesaid, *Hath* demised and to farm let, and by these presents doth demise and to farm let unto the said E. B. the said three last mentioned messuages or tenements, with their appurtenances, situate, &c. and all ways, passages, yards, lights, easements, privileges, advantages and appurtenances whatsoever, to the same, or any of them belonging; *To have and to hold* to the said E. B. her executors, administrators and assigns, from henceforth, for and during all the rest and residue of the term of years in the lease, whereby the same are now held, yet to come and unexpired, at and under the yearly rent of one pepper-corn only payable at *Michelmas* yearly during the remainder of the said term to the said L. T. her executors, administrators or assigns; *Subject nevertheless* to the proviso or condition herein after contained. *And further*, the said L. T. for the considerations aforesaid, doth hereby for herself, her heirs, executors and administrators, covenant and promise to and with the said E. B. her executors, administrators and assigns, that she the said L. T. shall and will, within one month next ensuing the date of these presents, pay to the said mayor and commonalty and citizens, the sum of, &c. of lawful, &c. being the money agreed to be paid by her as a fine for the said new lease; *And that* she will within the space of one month procure the said new lease to be made, and passed under the seal of the said mayor and commonalty and citizens in the usual form, and delivered to the said E. B. her executors, administrators or assigns, and that she will also within the same time, at her charge, in due form of law, by indenture under hand and seal, to bear date the next day after the date of the said new lease, demise the said three last mentioned messuages or tenements, with their appurtenances, to the said E. B. her executors, administrators and assigns, for all the said term of, &c. which shall be granted by the said new lease, at the yearly rent of a pepper-corn only, payable to the said L. T. her executors, administrators and assigns, at *Michaelmas*, yearly during the said term (if lawfully demanded) *Under the like proviso or condition for making void* such demise as is herein after contained, for making void the demise hereby made of the said three messuages or tenements for the remainder of the term yet to come in the present lease thereof, (that is to say,) *Provided* always, and the said E. B. for herself, her heirs, executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said L. T. her executors, administrators or assigns, that if the said L. T. her heirs, executors, administrators or assigns, do and shall well and truly pay or cause to be paid unto the said E. B. her executors, administrators and assigns, the sum of, &c. without any deduction, defalcation or abatement, of or for any manner of taxes, assessments, charges or impositions whatsoever, by authority of parliament or otherwise howsoever, that then and from thenceforth the said demise hereby made of the said three last mentioned messuages or tenements, with their appurtenances, and

and also the demise herein before agreed and intended to be made of the same after the obtaining of such new lease thereof as aforesaid, shall cease, determine, and become and be utterly void and of none effect, to all intents and purposes whatsoever; any thing therein contained, or in such other demise to be contained, in any wise notwithstanding.

And that upon or at any time after such payment shall be made as Covenant to aforesaid, she the said E. B. her executors, administrators or assigns, re-assign.

shall and will, upon the request, and at the charge of the said L. T. her heirs or assigns, surrender or release, to her and them, the said two first above mentioned messuages or tenements, with their appurtenances, or otherwise assign the same, and all the estate and interest of the said E. B. her executors, administrators or assigns, of, in, to or out of the same, to such person or persons as she the said L. T. her heirs or assigns, shall direct or appoint, freed and discharged from all incumbrances, by, from or under the said E. B. her executors, administrators or assigns, or any of them.

And the said L. T. for herself, her heirs, executors and administrators, doth covenant, promise and grant, to and with the said E. B. her executors, administrators and assigns, by these presents, in manner following; (that is to say,) that she the said L. T. her heirs, executors, administrator or assigns, shall and will, well and truly pay, or cause to be paid unto the said E. B. the said sum of, £c. of good, £c. on the day for the payment thereof in the proviso or condition herein above contained limited and expressed, according to the true intent and meaning of the said proviso or condition, without any deduction or abatement whatsoever, as aforesaid;

And that the said recited indenture of demise is a good and sufficient demise in the law, of and for the premises, with their appurtenances therein mentioned to be demised, for all the residue of the said term of one thousand years thereby granted, and now is and standeth in full force and virtue; *And* that she the said E. B. her executors, administrators and assigns, in case any default shall be made in payment of the said money, or any part thereof, contrary to the proviso or condition aforesaid, and the true intent and meaning hereof, shall and lawfully may at all times afterwards, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the said hereby assigned and demised premises, with the appurtenances, and every part and parcel thereof respectively, and receive and take the rents, issues and profits thereof respectively, to her and their own proper use and uses, during all the rest and residue which shall be then respectively to come and unexpired of the said term of 1000 years, by the said recited indenture of demise granted, and of the term granted by the lease under which the said last three mentioned messuages or tenements are held, without any let, suit, trouble, disturbance, eviction, expulsion, condition, claim or demand whatsoever, of or by the said L. T. her heirs or assigns, or any other person or persons whatsoever: *And* that she the said L. T. and her heirs, and all and every other person or persons having, claiming or deriving, or which shall or may have, claim or derive any manner of estate, right, title or inheritance of, in, to or out of the said hereby assigned or demised premises respectively, or any part or parcel thereof, shall and will from time to time, and at all times from and after breach or default shall be made in the proviso or condition aforesaid, upon the reasonable request, and at the proper costs and charges in the law of the said E. B. her executors, administrators or assigns, make, do, acknowledge, levy, execute and suffer, or cause and procure to be made, done, acknowledged, levied, executed and suffered, all and every such further and other

Covenant to pay the money.

Covenant that the above recited demise is a good demise in law.

Covenant for quiet enjoyment, &c. in default of payment.

Covenant in case of breach or default in the proviso or condition, to make such farther assurance, &c.

lawful

Covenant for
quiet enjoy-
ment till
breach, &c.

lawful and reasonable act and acts, thing and things, deeds, grants, releases, conveyances and assurances in the law whatsoever, for the further, more perfect and absolute conveying, assuring, corroborating and confirming of the said hereby assigned and demised premises respectively, with their appurtenances, unto the said *E. B.* her executors, administrators or assigns, for and during all the residue and remainder of the said several terms, which shall be then to come and unexpired, of and in the said premises respectively, as by the said *E. B.* her executors, administrators or assigns, or her or their counsel in the law, shall be reasonably devised, advised or required. *And* the said *E. B.* for herself, her executors, administrators and assigns, doth hereby covenant and promise to and with the said *L. T.* her heirs and assigns, that she the said *L. T.* her heirs, executors, administrators and assigns, shall or may peaceably and quietly hold and enjoy the said messuages or tenements and premises, and receive and take the rents and profits thereof, to her and their own proper use and behoof, until such breach or default shall be made in the proviso or condition aforesaid, without any account to be made or given for or concerning the same, to the said *E. B.* her executors, administrators or assigns. *In witness, &c.*

An Assignment of a Mortgage for a Term of Years by Way of Indorsement, and of a Bond for Payment of the Mortgage Money, and for Performance of Covenants, with a Letter of Attorney.

K NOW ALL MEN by these presents, that I the within named *S. C.* in consideration of _____ of lawful money of *Great-Britain*, to me in hand paid by *T. B.* of _____ the receipt, &c. and for divers other good causes and considerations me hereunto especially moving, *Have* bargained, &c. and by these presents *Do*, &c. unto the said *T. B.* his executors, administrators and assigns, *All*, &c. the within indenture of demise, and premises thereby granted and demised, or mentioned, or intended so be, and every part thereof, with the appurtenances; and all my estate, right, title, interest, term of years to come, property, claim and demand whatsoever, either in law or equity, of, in or to the same, or any part thereof; *And also* one bond or obligation, bearing equal date with the within indenture, whereby the within named *T. C.* became bound to me in the penal sum of _____ conditioned for the payment of _____ within mentioned, and for the true performance of the several covenants in the within indenture mentioned, and all and every sum and sums of money due, or to grow due thereon; *To have and to hold* the said several, &c. and premises, by the within indenture granted and demised, with their appurtenances, unto the said *T. B.* his executors, administrators and assigns, from henceforth, for and during the residue and remainder now to come and unexpired of the within term of _____ years, subject to the proviso within contained; and to have, receive and take all and every sum and sums of money due, or to grow due upon the said bond to the said *T. B.* his executors, administrators and assigns, to his and their own proper use and behoof: *And* I the said *S. C.* do hereby make the said *T. B.* his executors, administrators and assigns, my true and lawful attorney and attorneys, &c. (as in the letter of attorney in the assignment of a bond) *And* I the said

said S. C. do hereby for myself, my heirs, executors and administrators, covenant, &c. (*That the mortgaged premisses are not incumbered, &c. Vide Tit. Covenants.*) In witness, &c.

An Assignment of An Assignment (by Way of Mortgage) of a Lease, to the Assignee of the Equity of Redemption on Payment of the Mortgage Money.

THIS INDENTURE, made, &c. *Between A. P. of ——— of the one part, and J. S. of ——— of the other part. Whereas, &c. (Recital of a lease to T. W. for years, and of an assignment of a lease by way of mortgage from T. W. to J. K. And of another assignment tripartite, by way of mortgage from the said J. K. by the direction and confirmation of the said T. W. of the said lease to A. T. Vide Tit. Recitals). And whereas the said principal sum of ——— secured by the said recited indenture tripartite, unto the said A. P. not been paid, and the same, together with the sum of ——— for the interest thereof, (making together the sum of ———) now remains due and owing to her the said A. P. by virtue of the before recited indenture of assignment or mortgage so made to her as aforesaid: And whereas by virtue of one or more good and sufficient assignments, and other good assurances in law, she the said J. S. is now legally intitled to the said recited indenture of lease, and the said ——— and premisses thereby demised, for the now residue of the said term of ——— years thereby assigned; Subject nevertheless to the rents and covenants therein reserved, and also subject to the payment unto the said A. P. of the said ——— so now due to her for principal and interest money, by virtue of the said recited indenture of assignment or mortgage so made to her as aforesaid: Now this Indenture witnesseth, that for and in consideration of the said sum of ——— of lawful money of Great-Britain, unto the said A. P. in hand well and truly paid by the said J. S. at or before the sealing and delivery of these presents, in full satisfaction and discharge of all principal and interest monies whatsoever now due to her the said A. P. by virtue of the said recited indenture of assignment or mortgage so made to her as aforesaid, the receipt, &c. she the said A. P. Hath bargained, sold, assigned, transferred and set over, and by these presents Doth bargain, &c. unto the said J. S. her executors, administrators and assigns, the said herein before recited indenture of lease, and the said ——— (the parcels,) and all and singular other the premisses which in and by the said indenture tripartite of assignment or mortgage were assigned and ratified unto her the said A. P. as aforesaid, or mentioned or intended so be, with their appurtenances, and all the estate, right, title, interest, term of years to come, property, claim and demand whatsoever, both in law and equity, of her the said A. P. or of any person or persons in trust for her, of, in, to or out of the said hereby assigned ——— and other the premisses, by virtue of the said recited indenture of lease and indenture tripartite of assignment or mortgage thereof, or either of them, or otherwise howsoever, together with the same indentures, and all and every other the deeds, evidences and writings touching or concerning the same premisses, which she the said A. P. now hath in her custody or power, or can come by without suit in law or equity; To have and to hold the said ——— (the parcels,) and all and*

and singular other the premisses herein before mentioned and intended to be hereby assigned, with their appurtenances, unto the said J. S. her executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of ——— years by the said indenture of lease granted, which is now to come and unexpired; *Subject nevertheless* to the rents and covenants in the said recited indenture of lease reserved and contained, and which from henceforth on the lessee's part are or ought to be paid and performed. (*Covenant added that the assignor has not done any thing to incumber the premisses. Vide T. Covenants.*) In witness, &c.

Assignment from an Administratrix (of her late Husband, Father and Mother, of a mortgaged Estate made by T. F. Esq. to the Father and Mother above 50 Years since) to a Purchaser thereof.

Recitals, viz.
As to the mortgage to the father of two messuages for 99 years.

As to the second mortgage to the mother of the above two messuages, and also of another messuage.

As to the mortgage monies not being paid,

THIS INDENTURE, &c. Between E. C. of, &c. (administratrix of W. C. late of, &c. deceased, and of J. his wife, who survived her said husband, with the wills annexed of the said W. C. and J. and also widow and administratrix of W. C. late of, &c. deceased, who was son and heir of the said W. C. and also son and heir and residuary legatee of the said J. C. of the one part,) and P. R. of, &c. of the other part. *Whereas* by indenture of demise or mortgage, bearing date, &c. made between T. F. then of, &c. of the one part, and the said W. C. the father, of the other part, *The said T. F.* for the consideration therein mentioned, *Did* demise and grant unto the said W. C. the father, *All* that messuage, &c. *And all* the other messuage, &c. *To hold* the said premisses unto the said W. C. the father, his executors, &c. from the day of the date of the indenture now reciting, unto the full end and term of 99 years, without impeachment of waste, *under a proviso or condition* therein contained, for making void the same indenture on payment of the sum of 100*l* and interest at the time therein mentioned and long since past: *And whereas* by one other indenture of demise or mortgage, bearing date, &c. and made or mentioned to be made between the said T. F. (since deceased) of the one part, and the said J. C. then of, &c. widow, of the other part, the said T. F. for the considerations in the same indenture mentioned, *Did* demise and grant unto the said J. C. *As well* the said two messuages, &c. situate as above, &c. as also all the other messuage or tenement *cum pertinentiis*, then in possession of the said T. F. situate, &c. *To hold* the same premisses unto the said J. C. her executors, &c. from the day of the date of the indenture now reciting for and during the full term of 500 years from thence next ensuing; *Subject nevertheless* to and under a proviso in the same indenture contained, that the demise thereby made, and all former leases, estates and securities thencefore made of the premisses to the said W. C. deceased, late husband of the said J. C. by the said T. F. should be void on his payment of the sum of 700*l*. and interest, to the said J. C. her executors, administrators and assigns, at the several times therein mentioned and long since past, as in and by the said several in part recited indentures of mortgage (relation being to them respectively had) more fully and at large may appear: *And whereas* the said sum of 700*l* and interest, so secured as aforesaid, not being paid; *They* the said J. C. W. C. the son, and E. his wife, some or one of them, having obtained legal possession

tion of the said three mortgaged messuages or tenements by the said and possession
 T. F. demised as aforesaid, have quietly and peaceably held and enjoyed of mortgagees
 the same for 50 years and upwards, and they, or some of them, have for 50 years.
 paid out at least the sum of 500*l.* in repairs, and lasting improvements of
 the said premises: *And whereas* by virtue of several wills, administra- As to Mr. C.'s
 tions or otherwise, the said several recited indentures of demise or now title to
 mortgage, and three messuages and premises thereby respectively grant- the premises.
 ed, are now become vested in the said E. C. for the residue of the said
 several terms of 99 years and 500 years, by the said indentures of de-
 mise respectively granted, and which are now therein to come and un-
 expired; (*Subject nevertheless* to such equity of redemption, as the heirs
 of the said T. F. can or may have therein on their payment of all prin-
 cipal and interest monies, due and to become due by virtue of the said
 several recited securities so made thereof as aforesaid: *And whereas* the As to Mr. R.'s
 said P. R. hath contracted and agreed with the said E. C. for the abso- contract with
 lute purchase of all her the said E. C.'s estate, right, title, interest, her for probate
 possession, term of years to come and unexpired, of, in and to the thereof.
 said three messuages, burgages or tenements and premises, at and for
 the sum of 650*l.* (*Subject nevertheless* as herein before and after is men-
 tioned: *Now this Indenture witnesseth*, that for and in consideration of Considerations,
 the said sum of 650*l.* of, &c. to the said E. C. in hand, &c. (in full
 for the absolute purchase of all the estate, right, title, interest, term
 of years yet to come and unexpired, of her the said E. C. of, in
 and to the premises aforesaid) the receipt of which said sum of 650*l.*
 she the said E. C. doth hereby acknowledge, and thereof, &c. and for
 livers, &c. She the said E. C. Hath granted, bargained, sold, assigned,
 transferred, and set over, and by these presents Doth grant, &c. unto
 the said P. R. his executors, &c. All that, &c. (*mentioning the three*
messuages, &c.) and the reversion, &c. and all the estate, &c. by vir-
 tue of the said recited indentures of demise, wills and administrations,
 any or either of them, or otherwise howsoever; together with the said
 two indentures of demise, and all other deeds, evidences and writings
 whatsoever, touching or concerning the said premises, which she the
 said E. C. hath in her custody or power, or can come by without suit in Also the mon-
 law or equity, and together with all such principal and interest monies nics.
 whatsoever, now due and to become due by virtue of the said recited
 indentures of mortgage, or either of them; and all costs and charges
 touching the same; *To have and to hold* the said three messuages, &c. Habendum,
 herein before mentioned and intended to be hereby assigned, with their messuages,
 and every of their appurtenances, unto the said P. R. his executors, &c.
 administrators and assigns, from henceforth, for and during all the rest
 and residue of the said several terms of 99 years and 500 years,
 by the said two several recited indentures of demise respectively granted,
 which are now to come and unexpired: *And to have*, hold, receive, Habendum,
 take and enjoy the said hereby assigned principal and interest monies, monies.
 unto and to the use of the said P. R. his executors, administrators and
 assigns, from henceforth, as and for his and their proper monies for
 evermore, and that in as full, large, ample and beneficial manner, to
 all intents, constructions and purposes whatsoever, as she the said E. C.
 her executors or administrators, could or might, or ought to have
 had, held, received or enjoyed the same, in case these presents had
 not been made; (*Subject nevertheless* to such right and equity of re- Subject, &c.
 demption, as the heirs of the said T. F. can or may have therein on
 payment

Covenant, *viz.*

What is due.

The term.
subsisting.

Good right.

Peaceable en-
joyment.Free from in-
cumbances.Further
assurance.

payment of all principal and interest monies, now due and to become due by virtue of the said several recited securities so made thereon as aforesaid, together with all costs and charges touching the same: *And* the said *E. C.* for herself, her heirs, executors and administrators, and for every of them, doth hereby covenant, promise and agree, to and with the said *P. R.* his executors, &c. in manner as follows, *viz.* that at the time of the sealing and delivery of these presents, there is justly and truly due and owing to her the said *E. C.* by virtue of the said several recited securities so made by the said *T. F.* to the said *W. C.* the father, and *J. C.* as aforesaid, the several principal sums, amounting to the sum of 700*l.* and upwards, over and above all and every sum and sums of money whatsoever, which she the said *E. C.* or the said *W. C.* her late husband, and the said *W. C.* the father, or the said *J.* his wife, or any of them, have received by and out of the rents and profits of the said mortgaged premisses, or otherwise howsoever; *And* that the said hereby assigned several terms of 99 years and 500 years, so granted of and in the said premisses as aforesaid, for so much thereof as are therein respectively now to come and unexpired, are good, valid and subsisting terms and estates in the law, and not surrendered, forfeited or made voidable; *And also*; that she the said *E. C.* hath now in herself good right, full power, and lawful and absolute authority to grant, bargain, sell and assign the said three several messuages, &c. unto the said *C. R.* his executors, &c. in manner and form and subject as aforesaid; *And further*, &c. interruption or disturbance whatsoever of her the said *E. C.* her heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever, claiming or to claim, by, from, under or in trust for her or them, or by, from, under or in trust for the said *W. C.* her late husband, deceased, or the said *W. C.* the father, and *J.* his wife, deceased, or any or either of them; *And that* free, &c. claims, demands and incumbrances whatsoever, had, made, done, committed or suffered by her the said *E. C.* *W. C.* her late husband, *W. C.* the father, and *J.* his wife, any or either of them, or by any other person or persons whatsoever, claiming or to claim, by, from, under and in trust for them, any or either of them; *And moreover*, that she the said *E. C.* her heirs, executors and administrators, and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time hereafter have or lawfully claim any estate, right, title, term or interest, of, in or to the said hereby assigned messuages, &c. or any part thereof, by, from, under or in trust for her or them, or by, from, under, or in trust for the said *W. C.* the son, *W. C.* the father, and *J.* his wife, deceased, or any or either of them, shall and will from time to time to time and at all times hereafter, during the residue of the said several terms of years now to come therein, upon the reasonable request, &c.

of a Mortgage Term of Years, in Trust for a Mortgagee in Fee, subject to the Redemption in his Mortgage, on his paying of the Mortgage for Years.

By Indorsement.

TO ALL, &c. the within named C. K. the son, C. S. son and heir, and also executor of the last will and testament of the within named J. S. deceased, the within named Sir J. R. F. M. of — — esq. and A. B. of — — gent. sends greeting. *Whereas* the said F. M. has, at the request and desire of the said C. K. the son, testified, &c. paid to the said C. S. executor of the within named J. S. the within mentioned principal sum of, &c. and all interest due for the time to the day of the date of these presents, being paid by the said C. K. party to these presents: *Now know ye*, That for the consideration afore said, and for the consideration of the sum of 5s. a-piece to the said C. K. party hereto, C. S. and Sir J. R. in hand respectively paid by the said A. B. at or before, &c. the respective receipts, &c. and for other good causes, &c. he the said Sir J. R. at the request of the said C. K. party hereto, and by the direction of the said C. S. and at the nomination of the said F. M. testified by their signing and sealing, &c. *Hath* bargained, &c. (and the said C. K. party hereto, *Hath* ratified and confirmed) and by these presents the said Sir J. R. *Doth* bargain, &c. (and the said C. K. party hereto, doth ratify and confirm) unto the said A. B. his executors, &c. *All* and every he — — in and by the within written indenture assigned to the said Sir J. R. for the residue of the within mentioned term of — — years, and all the estate, &c. of the said Sir J. R. in and to the same; *To have and to hold* the said — — unto the said A. B. his executors, &c. from henceforth, for and during all the rest, residue and remainder of the within mentioned term of — — years yet to come and unexpired; *In trust* for the said F. M. his executors, &c. *Subject nevertheless* to the redemption of the said C. K. party hereto, on payment of such sum or sums of money, at such times, place, and in such manner, as in and by a certain indenture of release, bearing equal date herewith, and made or mentioned to be made between — — is mentioned and expressed. (*Covenant from Sir J. R. to A. B. that no ass is made to incumber.*) *In witness*, &c.

of absolute and conditional Rents reserved on Leases, as a Collateral Security for the Payment of Mortgage Money.

THIS INDENTURE, made, &c. *Between* T. E. of the one part, and the reverend F. A. one of the canons of the cathedral church of S. of the other part. *Whereas*, &c. (*Recitals of three leases.*) *And whereas*, &c. (*Recital of a mortgage for 1000l. Now thi* Indenture *witnesseth*, That for and in consideration of the sum of 5s. &c. the receipt, &c. and for the further and better securing the payment of the said sum of 1000l. and interest, lent to the said T. E. by the said F. A. as afore said, and for divers other good causes, &c. he the said T. E. *Hath* granted, &c. unto the said F. A. his executors, &c. the said several yearly rents of — — and — — amounting together to the yearly sum of — — and

and all and every other the rent and rents, sum and sums of money whatsoever, in and by the said several indentures of lease reserved, and payable to the said *T. E.* his executors, &c. and all his the said *T. E.*'s right, title, interest, use, trust, property, claim and demand, of, in and to the same; and all and every the remedies, clauses, provisos and agreements in the said indentures of lease contained, for the recovering thereof, or any part thereof, together with the counterparts of the said several indentures of lease; *To have, hold, receive, perceive and enjoy* the said yearly sums or rents, and every part and parcel thereof hereby assigned, or mentioned so to be, unto the said *F. A.* his executors, &c. from the day of the date hereof, for and during the continuance of the said several and respective leases before recited, in as large, ample and beneficial manner, to all intents and purposes, as the said *T. E.* or his assigns, might or could do, by force and virtue of the said recited indentures of lease, or otherwise howsoever; *And, &c. (Covenant added from T. E. to F. A. that no incumbrance is done:)* *And further*, that after default shall happen to be made in payment of the said sum of 100*l.* and interest, or any part thereof, contrary to the proviso and covenant in the said recited indenture of mortgage, that then it shall be lawful to and for the said *F. A.* his executors, &c. and the said *T. E.* doth by these presents empower the said *F. A.* (*Covenant for peaceable receiving the rents.*) *Provided always, and upon Condition nevertheless*, That if the said *T. E.* his, &c. shall and do, well and truly pay, or cause, &c. unto the said *F. A.* his, &c. the said sum of 1050*l.* of, &c. at such times and places, and in such manner as the same is made payable, by the proviso and covenant in the said recited indenture of mortgage, that then this present grant and assignment to be void and of no effect; any thing, &c. *And lastly*, That until there be a failure in payment in the said sum of 1050*l.* or some part thereof, contrary to the proviso and covenant in the said recited indenture of mortgage contained in that behalf, it shall and may be lawful to and for the said *T. E.* his, &c. to have, take and receive to his and their own use, the said annual rent of ——— to him reserved and payable by the said recited indenture of lease as aforesaid. without any account to be had or given for the same. *In witness, &c.*

Of a Mortgage and Bond from one Administrator of the Mortgage to the other.

TO ALL, &c. *J. P.* of, &c. (one of the brothers of the half-blood, and one of the administrators of *E. S.* late of, &c. deceased, which said *E. S.* was niece and administratrix *de bonis non*, with the will annexed, of the within named *A. S.* also deceased) sendeth greeting. *Whereas* the principal sum of 100*l.* secured by the within written indenture on the messuage or tenement, lands and hereditaments therein mentioned, and thereby assigned to the said *A. S.* his, &c. has not been paid, and the same sum, together with some interest, now remains due and owing to the said *J. P.* and to *H. P.* of, &c. (brother of the said *J. P.* and also one other of the brothers of the half-blood, and the other administrator of the said *E. S.*) by virtue of the said administration: *Now know ye, and these Presents witness*, That for and in consideration of, &c. to the said *J. P.* in hand paid by the said *H. P.* at, &c. the receipt,

Principal and interest due to the assignor and assignee.

Consideration.

ceipt, &c. and for divers, &c. He the said J. P. (by and with the consent, direction and appointment; of the within named E. W. W. K. and M. his wife, (a) testified by their signing and sealing hereof) *Hath* bargained, &c. and by, &c. *Doth*, &c. unto the said H. P. *As well* the said messuage, &c. which in and by the within written indenture were assigned or mentioned or intended so to be, unto the said A. S. his, &c. with their and every of their appurtenances, *As also* all the estate, &c. by virtue of the said within written indenture of assignment and letters of administration, or either of them, or otherwise howsoever, together with the same indenture and the within recited indentures, and all and every other deeds and writings touching or concerning the said premises, which he the said J. P. hath in his custody or power; *To have and to hold* the said messuages, &c. unto the said H. P. his, &c. from henceforth, for and during all the rest and residue of the within granted and assigned term of 99 years, which is now to come and unexpired; *Subject nevertheless* to the right and equity of redemption, of the person or persons to whom the freehold or inheritance of the said premises now or at any time hereafter shall lawfully belong or appertain. *And these Indorsed Presents further witness*, That for the consideration aforesaid, be the said J. P. *Hath*, and by these presents *Doth* freely, clearly and absolutely grant, bargain, sell, assign, transfer and set over unto the said H. P. *As well* the said principal sum of 100*l.* secured by the said within written indenture of assignment, and all interest monies whatsoever now due and to become due for the same; *As also* the within recited and assigned bond or obligation, and all benefit and advantage whatsoever of him the said J. P. of, in, to or out of the said hereby assigned monies, bond, and last mentioned premises, and every part and parcel thereof, by virtue of the said administration, and will, or either of them, or otherwise howsoever; *To have*, hold, receive, take and enjoy the said principal sum of 100*l.* interest monies, bond, and all and singular other the last herein before mentioned and intended to be hereby assigned premises, unto and to, and for the only use and benefit of him the said H. P. his executors, administrators and assigns, from henceforth, as and for his and their own proper monies, goods and chattels, for evermore; *Together* with full and free liberty and absolute power and authority for him the said H. P. his executors, administrators and assigns, in the name or names of such person or persons, as be the said J. P. could or might by virtue of the within written indenture, administration; will, or otherwise howsoever, to commence any action or suit at law or in equity, upon the said hereby assigned securities, bond and premises so assigned to the said A. S. in manner as aforesaid, as well for the recovering and receiving of all principal and interest monies thereby secured and now due, or which shall hereafter arise and become due thereon, as also for the releasing, discharging and assigning the same, and every part and parcel thereof, and that as fully, effectually, and absolutely to all intents, constructions and purposes whatsoever, as they the said J. P. and H. P. jointly, their executors or administrators, would or might have had, held, received, enjoyed, done or performed the same, by virtue of their said administration, or otherwise howsoever, in case these presents had not been made; or as if

Assignment of mortgage.

Parcels.

Habendum.

Subject, &c.

Assignment of the mortgage money and the bond for the same.

Habendum.

with power to sue, &c.

if the said J. P. had been actually present and done the same jointly with him the said H. P. as aforesaid. *In witness* whereof, as well the said J. P. as also the said E. W. W. K. and M. his wife, have hereunto severally and respectively set their hands and seals the, &c.

Assignment of a Mortgage from a Husband and his Wife, who is one of the Administratrixes of her Mother (the Mortgagee) to the other Administratrix, of their Moiety of the Premises.

THIS INDENTURE, made, &c. *Between* W. M. of — and M. his wife, one of the daughters and co-administratrix of the goods and chattels of M. S. late of — widow, deceased, of the one part, and E. S. the other daughter and co-administratrix of the goods and chattels of the said M. S. of the other part. *Whereas*, &c. (*Recital of a mortgage by demise to M. S.*) *Which* last mentioned sum of — or any part hereof, was not paid by any person or persons whatsoever, unto the said M. S. in her life-time, nor to the said W. M. and M. his wife, and E. S. or any of them since her death, and yet remaineth unpaid; by reason and means whereof the said several parcels of land and other the premises before recited, became forfeited unto the said W. M. and M. his wife, and the said E. S. as co-administratrixes of the goods and chattels late of the said M. S. deceased; and the said recited indenture of demise for — years, became absolute unto the said W. M. and M. his wife, and E. S. their and every of their executors, administrators, and assigns: *And whereas* the said W. M. and M. his wife, being willing to sell and dispose of their moiety or half part of the said lands and premises in the said recited indenture for — years, unto the said E. S. the said other administratrix, for a valuable consideration of lawful money of Great-Britain herein after mentioned: *Now this Indenture witnesseth*, That the said W. M. and M. his wife, for and in consideration of the sum of — to them or one of them, in hand, &c. the receipt, &c. *Have* granted, bargained, sold, assigned, transferred and set over, (a) and by, &c. do fully, freely and absolutely grant, &c. unto the said E. S. her executors, administrators or assigns. *All* that their, and either of their undivided moiety or half-part, as well of and in the said several and respective lands aforementioned and recited, and all other the said premises with the appurtenances whatsoever, in and by the said recited indenture of demise granted unto the said M. S. her executors, administrators and assigns, as aforesaid; and also all the estate, &c. which they the said W. M. and M. his wife, or either of them, their or either of their executors, administrators or assigns, now have, may, might, should or ought to have or claim, of, in or to the said moiety or half part of the said several and respective lands and premises aforementioned,

(a) Note here the distinction between co-administrators and co-executors or residuary legatees; for in the former case the co administrators claim distinct shares in common by virtue of the letters of administration. They therefore pass their estates to each other by assignment, enuring as a transfer of their respective interests, and not by way of release, *mettre le estate* to discharge the pretensions of the assignor. As is the case of co-executors, or residuary legatees. *Vid supra* fol. 807.

mentioned, with their and every of their appurtenances, and every part and parcel thereof, by virtue and force of the said indenture of mortgage above recited, or any thing in it contained or mentioned, or by any other ways or means whatsoever, together with the said indenture of demise and mortgage afore mentioned, and all and every other writings, escripts, miniments, touching or concerning the same; *To have and to hold* the said several and respective lands and premisses, with their and every of their appurtenances in the said indenture of demise mentioned and expressed, and all the estate, &c. interest, and term of years yet to come and unexpired in the said indenture of demise for ——— years contained, and the said indenture of demise, and all other the premisses before by these presents granted, bargained, sold, assigned and set over, as herein or hereby meant, or mentioned, or intended to be granted, &c. with their and every of their appurtenances, and every part and parcel thereof, unto the said E. S. her executors, administrators and assigns, during the remainder of the term of ——— years yet to come and unexpired in the said indenture of lease, to her and their own proper use and uses and behoofs, in as large, ample and beneficial a manner, to all intents, constructions and purposes, as they the said W. M. and M. his wife, or either of them, now have or shall have, or in any wise might have and enjoy, by force and virtue of the said indenture of mortgage aforesaid, or any thing in it contained, mentioned or expressed, or otherwise howsoever. (*Covenants, free from incumbrances, except rents and services to the chief lord, for further assurance. Vide Tit. Covenant.*) *In witness, &c.*

The Assignment of a Mortgage by Assignment of 10l. per Ann. Part of an Annuity of 50l. per Ann. for securing 50l. and Interest.

TO ALL PERSONS, &c. J. B. of, &c. sendeth greeting. *Whereas* Recital of a by indenture, &c. between R. C. of, &c. (only son of R. C. deed. ite of, &c. deceased) of the first part, E. C. widow and relict of the said R. C. deceased, and E. H. of, &c. widow, [eldest daughter of the said R. C. deceased] (*Which said E. C. and E. H. are in the said indenture mentioned to be the executrixes of the last will and testament of the said R. C. deceased*) of the second part, and the said J. B. of the third part; after reciting to the effect following, *viz.* that the said R. C. deceased, was in his life-time possessed of and intitled unto one annuity of 50l. per ann. payable out of his majesty's exchequer for the residue of a term of 99 years, secured by an order (No. 1282) taken in the name of the said R. C. deceased, bearing date the, &c. and made at pursuant to an act of parliament made and passed in the ——— year of the reign of, &c. (intituled, an act for, &c. by selling annuities several rates, and for such respective terms or estates as are therein mentioned,) *And* that the same R. C. by his last will dated, &c. *Did* give the same annuity to his said wife and daughter, and to the survivor of them, and to the executors and administrators of such survivor, in trust (*inter alia*) to pay 10l. per ann. part of the said 50l. per ann. to the said R. C. the son, party to the said indenture, his, &c. for all the residue of the said term of 99 years, *And* that the said R. C. the testator was dead, *And* that the said E. C. and E. H. his executrixes proved his will; *It was witnessed*, that for 50l. lent and paid to

Reciting that R. C. the father in his life was possessed of an annuity of 50l. per ann. for 99 years, and devised it to his wife and daughter, in trust to pay thereof to R. C. the son, 10l. per ann.

R. C. and E. H. proved his will,

Assignment
and release of
the equity of
redemption,
&c.

or any part or parcel thereof, by force of the said recited indenture of lease, or the said recited indenture of assignment or mortgage, or the counterpart thereof, or the said two several indorsements, or otherwise howsoever; and also the said herein before mentioned instrument or policy of insurance, and all benefit and advantages whatsoever to be had, made or received thereby, together with all deeds, &c. *To have and to hold* the said herein before recited indenture of demise or lease, and the said ——— herein before mentioned, and the said herein before recited indentures of assignment or mortgage, and the counterpart thereof, and the said two several herein before recited indorsements, and all and singular other the premises hereby assigned and set over, or mentioned and intended to be hereby assigned and set over, and every part and parcel thereof, with their and every of their appurtenances, together with all such deeds, evidences and counterparts of leases, unto the said *W. R.* his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder now to come and unexpired of the said term of ——— in and by the said recited indenture of demise or lease demised or granted, and that in as large, ample and beneficial manner, to all intents and purposes whatsoever, as they the said *T. B.* and *E. B.* or either of them, might or could have, held and enjoyed the same, if these presents had not been made or executed. (*Covenant that neither of the executors have done any act to incumber the premises, or make the lease void or voidable. Vid. Tit. Covenant*) *And this Indenture further witnesseth.* That for and in consideration of the sum of ——— (being the residue and remainder of the said sum of ——— the consideration money before mentioned) to the said *J. D.* and *R. L.* or one of them, well, &c. paid by the said *W. R.* at, &c. the receipt, &c. *They* the said *J. D.* and *R. L.* *Have*, and each of them *Have* bargained, sold, assigned, transferred and set over, ratified, released and confirmed, and by, &c. *Do*, and each of them *Do* bargain, &c. unto the said *W. R.* the said herein before recited indenture of demise or lease, and the said ——— and premises herein before mentioned, and the said herein before recited indenture of mortgage, and counterpart thereof, and the two several herein before recited indorsements, together with all benefit and advantage of the said herein before recited indenture of assignment from the said commissioners of bankruptcy, and also all the estate, right, title, interest, use, possession, reversion, time and term of years now to come and unexpired, rents, benefit and equity of redemption, property, profit, claim and demand whatsoever, either in law or equity, or otherwise howsoever, of them the said *J. D.*, *R. L.* and *J. W.* or any or either of them, in law or equity, or otherwise howsoever, by force of the said recited indenture of lease, or the said recited indenture of assignment from the said commissioners of bankruptcy, or otherwise howsoever; *To have and to hold* the said herein before recited indenture of lease, and the said ——— and all and singular other the premises hereby bargained, sold, &c. or mentioned and intended so to be, and every part, &c. and the said indenture of assignment or mortgage, and counterpart thereof, and the said two several recited indorsements, together with all the benefit and advantage of the said indenture of assignment from the said commissioners of bankruptcy, unto the said *W. R.* his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder now to come and unexpired of the said

said term of — in and by the said recited indenture of demise or lease demised or granted, freed or discharged of and from all and every power, clause, benefit, and equity of redemption of the said J. W. of and in the said premises, or any part or parcel thereof. (Covenant that the assignees have done no act to incumber the premises, or to make the lease void or voidable; and from W. R. the purchaser to the trustees, that he will perform the covenants, &c. in the original lease. Vid. Tit. Covenant, In witness, &c-

An Assignment of a Mortgage from a Trustee of a Roman Catholic, wherein she and the Mortgagor join, and whereby Interest is made Principal.

THIS INDENTURE QUADRIPARTITE, made, &c. Between A. H. of, &c. esq. of the first part, F. L. of, &c. gent. of the second part, E. C. of L widow, of the third part, and E. C. of, &c. esq. of the fourth part. *Whereas*, by indenture of demise by way of mortgage, bearing date, &c. and made between the said A. H. of the one part, and the said F. L. by the name of, &c. of the other part, *In consideration* of the sum of 1000*l.* of &c. therein mentioned to be, and which was paid to the said A. H. by the said F. L. he the said A. H. Did demise, &c. unto the said F. L. his, &c. all that the manor, &c. which said manor, &c. were formerly purchased of, &c. and all and singular, &c. To hold the said manor, &c. unto the said F. L. his, &c. for and during the term of 1000 years from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, At and under the yearly rent of a pepper-corn; Subject nevertheless to a proviso in the same indenture contained for making void thereof on payment by the said A. H. unto the said F. L. or his assigns, of the sum of 1050*l.* of lawful money, on certain days therein mentioned, and long since past; as in and by, &c. And *whereas* the said sum of 1000*l.* in the said recited indenture of mortgage mentioned to be paid by the said F. L. to the said A. H. was not the proper money of the said F. L. but was the proper money of the said E. C. and the name of him the said F. L. was used in the said indenture of mortgage, at the nomination of, and in trust for the said E. C. as by a writing duly executed by the said F. L. bearing date, &c. (purporting a declaration of trust in that behalf may appear: And *whereas* the said A. H. made default in payment of the said sum of 1050*l.* in the proviso above mentioned, whereby the estate and interest of him the said F. L. of and in the said manor, hereditaments and premises, is now become absolute in law; In Trust nevertheless for the said E. C. And *whereas* on the day of the date hereof, there is justly due and owing from the said A. H. unto the said E. C. for principal, interest and charges, on account of, and by virtue of the said recited security so made, in trust for her as aforesaid, the full sum of 1153*l.* 8*s.* 5*d.* and no more: And *whereas* the said E. D. (at the instance and request of the said A. H.) hath agreed not only to pay off and discharge the said sum of 1153*l.* 8*s.* 5*d.* so due to her the said E. C. as aforesaid, but also to lend and advance unto the said A. H. the further sum of 46*l.* 11*s.* 7*d.* (making together the principal sum of 1200*l.*) and to accept of an assignment of the said manor and premises comprised in the said term

Recitals.

As to the mortgage.

As to the money, being the money of E. C. and not of F. L. and declaration of the trust.

Default in payment.

Money now due.

E. D.'s agreement to pay off E. C. and to lend the mortgagor more money,

of

Consideration.

of 1000 years, for the now residue of the said term; for securing payment of the same sum, together with interest for the same, in such manner as herein after mentioned: *Now this Indenture witnesseth*, that for and in consideration of the said sum of 1153*l.* 8*s.* 5*d.* of, &c. by the said *E. D.* (by the direction and appointment of the said *A. H.* and *F. L.* testified, &c.) to the said *E. C.* in hand well and truly paid, at or before the sealing and delivery of these presents, in full satisfaction and discharge of all monies whatsoever now due unto the said *E. C.* and *F. L.* or either of them, by virtue of the said recited mortgage so made, in trust as aforesaid, or otherwise affecting the premises comprised therein, or any part thereof, and also in consideration of the further sum of 46*l.* 11*s.* 7*d.* of, &c. in hand paid by the said *E. D.* to the said *A. H.* at, &c. the receipt of which said several sums of 1153*l.* 8*s.* 5*d.* and 46*l.* 11*s.* 7*d.* amounting together to the said principal sum of 1200*l.* they the said *E. C.* and *A. H.* do, and each of them doth hereby respectively acknowledge, and thereof, and of every part and parcel thereof do, and each of them doth acquit, &c. and also for and in consideration of the several sums of 10*s.* of, &c. to the said *E. C.* and *F. L.* in hand paid by the said *E. D.* at, &c. the receipt, &c. *He* the said *F. L.* (at the request and by the direction of the said *A. H.* testified as aforesaid, and also of her the said *E. C.* testified likewise by her being a party to and executing of these presents,) and also they the said *A. H.* and *E. C.* *Have*, and each of them *Hath* bargained, sold, assigned, transferred and set over, and by these presents, they the said *A. H.* *F. L.* and *E. C.* and each and every of them *Doth*, &c. unto the said *E. D.* his, &c. all that the before mentioned manor, &c. which in and by the said recited indenture of mortgage were by him the said *A. H.* demised and granted unto the said *F. L.* with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. by virtue of the said recited indenture of demise, or otherwise howsoever, together with the same indenture, and all and every other the deeds, &c. which they the said *A. H.* *F. L.* and *E. C.* or any or either of them, have or hath, in their, any, or either of their custody or power, or can or may come by without suit in law or equity; *To have and to hold* the said manor or lordship, messuages, lands, tithes, hereditaments, and all and singular other the premises herein before mentioned and intended to be hereby assigned, with their and every of their rights, royalties, members and appurtenances, unto the said *E. C.* his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the before mentioned term of 1000 years, which is now to come and unexpired, without impeachment of waste, freed and discharged of and from the proviso or condition in the said recited indenture contained; *Subject nevertheless* to the proviso or condition herein after mentioned, that is to say, *Provided always*, and these presents are upon this express condition, and it is hereby agreed and declared by and between all and every the said parties to these presents, that if the said *A. H.* his, &c. do and shall, well and truly pay, &c. unto the said *E. C.* his, &c. at or in, &c. the full sum of 1260*l.* of, &c. in manner following, that is to say, &c. without any deduction, &c. he the said *E. C.* his executors, administrators and assigns, at the request, costs and charges of the said *A. H.* his heirs, executors and administrators, shall and will re-assign or surrender, all and singular the said hereby assigned manor, &c. unto the said *A. H.* his, &c.

Assignment.

Habendum.

Proviso to re-assign on payment.

&c. or to such person or persons as he or they shall direct or appoint,
 free, &c. done by the said E. C. his executors, administrators or assigns,
 so as he or they for the doing thereof be not compelled to travel, &c.
 And the said F. L. for himself, &c. (*Covenants, done no act to incumber.*) Covenant to
 And the said E. C. for herself, her executors, &c. (*The like covenant.*) pay the mo-
 and the said A. H. for himself, &c. doth covenant, &c. to and with ney.
 the said E. D. his, &c. that he the said A. H. his, &c. shall and will
 well and truly pay, &c. unto the said E. D. his, &c. the said sum of
 1260^l. of, &c. and every part thereof, at the place, upon the several
 days, and in the manner herein before mentioned and appointed for
 payment thereof, without any deduction or abatement whatsoever, for
 the discharge of the last mentioned proviso, and according to the true
 intent and meaning of these presents: *And further*, that the said term That the term
 of 1000 years, for so much thereof as is now to come and unexpired, is subsisting.
 is a good, legal, valid and subsisting term and estate in the law, and
 not surrendered or made voidable, and that the said F. L. and A. H.
 have power to grant and assign the same to the said E. D. his, &c. in
 manner and form aforesaid, according to the true intent and meaning
 of these presents; *And also*, that he the said A. H. hath not made, No act of in-
 done, &c. any act, &c. (other than and except as before appears in cumberance.
 and by these presents.) *And further*, that from and after default shall After default
 happen to be made of or in payment of the said sum of 1260^l. or any to enter and
 part thereof, contrary to the true intent and meaning of these presents, enjoy.
 it shall and may be lawful to and for the said E. C. his executors, ad-
 ministrators and assigns, into and upon the said hereby assigned manor,
 &c. to enter, and the same from thenceforth peaceably and quietly to
 have, hold, occupy, possess and enjoy, and the rents, issues and profits
 thereof to take and receive to his and their own proper use and benefit,
 for and during all the rest, residue and remainder of the said term of
 1000 years, which shall be then to come and unexpired, without any
 let, &c. of or by the said A. H. his heirs or assigns, or of or by any
 other person or persons whatsoever, and that free, &c. other than and
 except as aforesaid: *And moreover*, that he the said A. H. and his heirs, Further
 and all and every other person and persons whatsoever having or law- assurance.
 fully claiming any estate, right, &c. shall and will from time, &c. from
 and immediately after default shall happen to be made of or in payment
 of the said sum of 1260^l. or some part thereof, contrary to the true
 intent and meaning of the above written proviso or condition, and of
 these presents, and at the request, costs and charges of the said E. D.
 his, &c. also make, do, levy, acknowledge, suffer and execute, or cause,
 &c. all, &c. (be the same by fine, recovery, or otherwise howsoever.)
 as well for the further, &c. freed and discharged of the last above
 mentioned proviso, and of all his the said A. H. his heirs and assigns,
 power and equity of redemption whatsoever, of, in and to the same,
 as by the said E. C. his executors, administrators or assigns, or his or
 their counsel learned in the law, shall be reasonably devised, advised
 or required. *And lastly*, it is hereby agreed and declared, by and be- Till failure
 tween the parties to these presents, that until a failure shall be made in A. H. to re-
 payment of the said sum of 1260^l. or some part thereof, (contrary to ceive profits,
 the true intent and meaning of these presents) it shall and may be law- &c.
 ful to and for the said A. H. his heirs and assigns, peaceably and quietly
 to have, receive, take, and enjoy the rents, issues and profits of all
 and singular the said hereby assigned manor, hereditaments and pre-
 mises,

mises, to his and their own use and uses, without any let, suit, hindrance, disturbance, molestation or interruption of or by the said E. D. his, &c. and without any account to him or them to be had or given for the same. *In witness, &c.*

I have perused and approved this draught,
Middle Temple, June 4, 1731.

N. Pigeon.

• *Part of the Assignment of a Mortgage where a further Sum advanced by a subsequent Mortgage (a).*

The principal money was not paid.

AND WHEREAS the said principal sum of ——— pounds or any part thereof was not paid to the said E. F. on the day and time in the said recited indenture of demise mentioned, whereby the estate

(a) Since conveyancing has become a *distinct branch* of the science of the law, it has been the object of the adepts therein to introduce forms, the perspicuity of which may preclude the possibility of cavil, by leaving as little as possible to construction, and expressing with precision whatever is to be effected. The first principle, therefore, in accurate conveyancing is to keep interests distinct in their nature, and which move on distinct considerations, distinct in the instruments whereby they are transferred. In this view of them the precedents, in the original work, of assignments of mortgages are defective, and in the advances this art has made of late years, a much more perfect form for effecting the purpose here intended has been devised. In these cases two interests, distinct in their nature, the property of *different persons*, having several and distinct properties and qualities, the object of different jurisdictions, are to be conveyed, namely, the term vested in law in the *mortgagee*, and which is the proper subject of a legal assignment, and the equity of redemption, which is an incorporeal right subsisting in equity only, vested in the *mortgagor*, and assignable in equity but not so in law, being a mere trust on possibility. To convey these interests, therefore, with precision and technical accuracy, two transfers are necessary; namely, an assignment of the legal interest, which is meant to operate so as to pass the estate; and a grant of the equity of redemption, which enures to discharge the grantor from the equity of redemption (to which, as the assignee of the mortgage term, he would be liable) and to bar the mortgagor from that equity, and substitute another right in the room of it. To be strictly clerical and scientific, each of these objects should be distinctly carried into execution by the instrument made to effect them. First the term which is a strictly legal interest, and as has been said, properly assignable at law, should be assigned and transferred. Secondly, the equity of redemption, which is a mere equitable right of an incorporeal nature, should be granted and released, and for further security, words of ratification and confirmation should be added to corroborate the legal estate assigned. If the mortgagee *grant*, he thereby warrants that to be a valid term, &c. in the state of which he is not interested, and respecting the state of which he ought not to be responsible further than as to his own acts. But the most proper mode for the mortgagor to transfer his right is by grant: if the mortgagor and mortgagee assign, transfer, and set over, "the term freed from the proviso or condition of redemption:" a confusion of ideas is introduced, for before such transfer takes place, the condition is forfeited and gone by act of law. If the mortgagee "bargains, sells, assigns, transfers, and sets over," and the mortgagor "grants, ratifies, and confirms," the legal and equitable rights are blended together in the same transfer, which is equally repugnant to clerical neatness and

estate and interest of the said *E. F.* of and in the said premises became absolute, and there remains now justly due and owing to the said *F. F.* for principal and interest on the said recited mortgage, the full and just sum of — pounds. *Now this Indenture witnesseth*, that for and in consideration of the said sum of — pounds of lawful money of Great-Britain, to him the said *E. F.* in hand well and truly paid by the said *C. D.* at the desire, and by the direction and appointment of the said *A. B.* testified by his being a party hereunto, and signing and sealing these presents, the receipt of which said sum of — pounds the said *E. F.* doth hereby acknowledge, and thereof, and of and from every part thereof, doth, acquit, release, and discharge the said *C. D.* his executors, administrators and assigns, he the said *E. F.* at the request, and by and with the like consent, direction, and appointment of the said *A. B.* testified as aforesaid, hath bargained, sold, assigned and set over, and by these presents doth bargain, sell, assign, and set over unto the said *C. D.* his executors, administrators and assigns, as well the said recited indenture of demise, as the said messuages or tenements, lands, hereditaments, and all and singular other the premises therein granted, bargained, sold, and demised, or intended to be granted, bargained, sold, and demised, with their and every of their appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, term of years to come and unexpired; property, benefit, claim and demand whatsoever, of him the said *E. F.* of, in and to the same, or any part thereof. *To have and to hold* as well the said recited indenture of demise, as the said messuages, &c. and all and singular the premises hereby granted, assigned, or set over, or mentioned or intended so to be, with their and every of their appurtenances unto the said *C. D.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of nine hundred years, in and by the said recited indenture of demise granted, and therein yet to come and unexpired. And the said *E. F.* for himself, his heirs, executors, and administrators, doth covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns, by these presents, that the said *E. F.* hath not at any time heretofore made, done, committed, or suffered any act, matter, deed or thing whatsoever, whereby or wherewith, or by means or occasion whereof the said messuages, &c. and

The consideration.

The assignment from the mortgagee.

Habendum:

A covenant from the mortgagee that he has done no act to incumber, &c.

technical precision. The application of the transferring words becomes mere matter of construction, and rights and interests, distinct and different in their natures, are confounded. I have therefore, added the operative part of a form of precedent, by which this confusion is avoided, each party distinctly transferring that which he has in him. The mortgagee on the one hand "bargains, sells, and assigns" the legal estate in the hereditaments mortgaged in consideration of his mortgage money. He uses language which in its operation leaves the eigne title as it is found. The mortgagor, on the other hand, in consideration of a further sum, discharges by way of grant, his incorporeal right of redemption by a separate transfer, at the same time corroborating the legal estate derived from the mortgagee. All is expressed, and nothing is left to construction or inference, that alone which is meant to be effected is done by each of the parties, which appears to me to be the perfection of conveyancing, considered as an art, the object of which is not merely to devise such a form as *will do* for the purpose intended, but the proper end of which, is fitness, clearness, accuracy, and precision, without which *Conveyancing*, the mother of repose, is unattainable.

The confir-
mation by the
mortgagor in
consideration
of a further
sum advanced.

Proviso of re-
demption
hereon.

and other the premisses, or any part thereof, is, are, shall, or may be impeached, charged or incumbered in title, charge, estate, or otherwise howsoever: *And this Indenture further witnesseth,* That the said *A. B.* as well for the consideration aforesaid, as of the sum of 500*l.* of lawful money of *Great-Britain*, to him in hand, at or before the sealing and delivery of these presents by the said *C. D.* well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge, the said *C. D.* his executors and administrators, by these presents, hath granted, ratified and confirmed, and by these presents doth grant, ratify, and confirm unto the said *C. D.* his executors, administrators and assigns, the said messuages or tenements, &c. and all and singular other the premisses, with the appurtenances, and all his estate, right, title, interest, use, possession, reversion and reversions, equity and power of redemption, right, benefit, property, claim and demand whatsoever, of, in, and to the same, and every part and parcel thereof. *To have and to hold* the said messuages or tenements, &c. and premisses, with their appurtenances, unto the said *C. D.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of nine hundred years in the said recited indenture of demise granted, and therein yet to come and unexpired, freed and discharged from all benefit and equity of redemption. *Provided always,* and the said *C. D.* for himself, his executors, administrators and assigns, doth nevertheless covenant and agree to and with the said *A. B.* his heirs and assigns, by these presents, that in case the said *A. B.* his heirs, executors, administrators and assigns, or any of them, do and shall, well and truly pay, or cause to be paid unto the said *C. D.* his executors, administrators or assigns, or some of them, the full sum of — pounds, of good and lawful money of *Great Britain*, at or upon the day of — now next ensuing the date hereof, which will be in the year of our Lord, —, without any defalcation or abatement thereout, for or in respect of any taxes, assessments, royal aids, or other impositions, matter, cause or thing whatsoever, ordinary or extraordinary, now laid or imposed, or to be laid and imposed on the said premisses, or on the monies so lent, that then and from thenceforth, be the said *C. D.* his executors, administrators and assigns, shall and will upon the request, and at the costs and charges of the said *A. B.* his heirs or assigns, by such conveyances as counsel shall advise, convey and assign unto him or them the said recited indenture of demise, and the said messuages or tenements, &c. thereby demised, and all his and their estate, term and interest therein, free of all incumbrances whatsoever, to be done by him or them. [Usual Covenants.]

Assignment of a Term of Years in Trust to attend the Inheritance.

Recital of the
indent re.
The premisses.

THIS INDENTURE TRIPARTITE, made, &c. *Between W. D.* of, &c. gent. *W. N.* late of, &c. but now of, &c. gent. of the first part, *M. G.* of, &c. widow, of the second part, and *S. S.* of *London*, merchant, and *J. B.* of, &c. linen-draper, of the third part. *Whereas*, by indenture dated, &c. for the consideration therein mentioned, the said *M. G.* did demise to *F. C.* widow, afterwards the wife of *J. C.* of, &c. All that messuage or tenement, commonly called,

led, &c. situate, &c. thencefore in the occupation of J. W. inn-keeper, afterwards of J. F. widow, with all and singular the appurtenances, to the said messuage, tenement or inn belonging, or in any wise appertaining; *To hold* to the said F. C. her executors, administrators and assigns, from the date thereof, for the term of 500 years, at a pepper-corn rent payable yearly, *Under a proviso* to be void on payment of 160*l* of, &c. to the said F. C. upon certain days therein mentioned, which are long since past: *And whereas* the said M. G. having borrowed the further sum of, &c. of the said F. C. did by deed-poll, bearing date, &c. agree with the said F. C. that the said indenture of mortgage and the premises therein mentioned, should remain and stand as a security for the payment thereof, as by the said indenture of mortgage and deed-poll, relation being thereunto had, may more at large appear. *The habendum.*

And whereas, by indenture quadripartite, bearing date, &c. made between the said J. E. and F. C. his wife, of the first part, the said M. G. of the second part, the said W. D. on the third part, and the said W. N. on the fourth part, the said J. E. and F. his wife, for the consideration therein mentioned, by the direction of the said M. G. did assign to the said W. D. the said recited indenture of demise, or mortgage and deed-poll, and all and singular the premises thereby demised, with their and every of their appurtenances, and all the estate, right, title and interest, of them the said J. E. and F. his wife, or any of them, of, in or to the same, or any part or parcel thereof; *To hold* to the said W. D. his executors, administrators and assigns, from thenceforth, for all the rest and residue of the said term of 500 years, then to come and unexpired; *In trust* nevertheless, for the use and benefit of the said W. N. his heirs and assigns, and to attend and wait upon the freehold and inheritance of the premises then conveyed by way of mortgage to the said W. N. as by the said recited indenture, relation being thereunto had, may more fully appear: *Now this Indenture witnesseth*, That for and in consideration of the sum of, &c. to the said W. N. in hand well and truly paid by the said S. S. by the direction and appointment of the said M. G. testified by her being a party to these presents, and her signing and sealing hereunto, and of the further sum of, &c. to the said M. G. by the said S. S. in hand also well and truly paid, being the same sums of, &c. and which are mentioned as the consideration of a certain indenture of release, bearing even date with these presents, and made between the said M. G. and the said W. N. of the one part, and the said S. S. of the other part; and also in consideration of the sum of 5*l*. of, &c. to the said W. D. by the said J. B. in hand also paid, the several receipts whereof, they the said W. M. M. G. and W. D. do hereby respectively acknowledge, and thereof, and of and from every part and parcel thereof do respectively acquit, release and discharge the said S. S. and J. B. their executors, administrators and assigns, by these presents, he the said W. D. by and with the consent, direction and appointment of the said W. N. and likewise of the said M. G. testified by their being parties hereunto, and signing and sealing hereof, and also the said W. N. and M. G. *Have*, and each and every of them *Have* bargained, sold, assigned and set over, released, ratified and confirmed, and by these presents, at the nomination, and by the direction and appointment of the said S. S. testified by his being a party hereunto, and signing and sealing hereof, *Do*, and each and every of them *Do* bargain, sell, assign and set over unto the said J. B. the said first recited

The said indenture to stand as a security for a further sum of money.

Recital of the assignment of the above recited indenture.

The habendum:

Assignment of all the premises. The considerations.

ed

ed indenture of demise or mortgage and deed-poll, and the said messuage, tenement or inn, and all and singular other the premises thereby demised, or meant, mentioned or intended to be demised, with their and every of their appurtenances, and all the estate, right, title, interest, use, trust, benefit and equity of redemption, term of years yet to come and unexpired, claim and demand whatsoever, of them the said *W. D. W. M.* and *M. G.* or any of them, of, in or to the same, or any part or parcel thereof, together also with the said recited

The Habendum. indenture of assignment; *To have and to hold*, all and singular the premises herein before mentioned or intended to be hereby assigned, with their and every of their rights, members and appurtenances, unto the said *J. B.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of five hundred years yet to come and unexpired; *In trust* nevertheless, to and for the only proper use and benefit of the said *S. S.* his heirs and assigns, and to the intent and purpose, that the remainder of the said term shall attend and wait upon the freehold and inheritance of the premises, conveyed or intended to be conveyed by the said *M. G.* and *W. M.* to the said *S. S.* his heirs and assigns, by indentures of lease and release, and bargain and sale, inrolled or intended to be inrolled in the high court of chancery, the lease bearing date the day before, and the release and bargain and sale, bearing even date with these presents, and to and for none other use, intent or purpose whatsoever. *And* the said *W. N.* for himself, his heirs, executors and administrators, and for the said *W. B.* doth hereby covenant, promise and agree, to and with the said *S. S.* his heirs and assigns, that he the said *W. N.* and the said *W. D.* or either of them, have not, nor hath made, done, committed, or wittingly or willingly suffered any act, matter or thing, whereby or by reason or means whereof the said hereby assigned premises, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever; *And* the said *W. D.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said *S. S.* his heirs and assigns, that he the said *W. D.* hath not made, done, committed, or wittingly suffered any act, matter or thing, whereby or by reason or means whereof, the said hereby assigned premises, or any part thereof, is, are or shall, or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever. *In Witness, &c.*

Declaration of trust.

Covenant that the premises are free from incumbrances.

Assignment of a Residue of two Mortgage Terms of Years by the Mortgagor, by the Direction of the Mortgagor and Nomination of the Purchasers, to a Trustee to attend the Inheritance.

THIS INDENTURE, QUADRIPARTITE, made, *&c.* Between *A. C.* (the assignor) of — of the first part, the reverend *R. L.* of, — and *L.* his wife, of the second part, the right honourable *C.* earl of — and, *&c.* executors, *&c.* of the third part, and *P. J.* (the assignee) of — of the fourth part, *Whereas*, in and by indentures of lease and release, bearing date, *&c.* (Recital of a mortgage to *R. E.* for 500 years.) *And whereas* the said premises are since vested in the said *A. C.* for the residue of the said term of 500 years, and the said *R. L.* hath intermarried with the said *L. K.* *And whereas* by inden-

me, &c. (a demise for 999 years from R. L. to A. C.) And whereas he said R. L. hath paid off and discharged the several mortgages of — and — and all interest due for the same. And whereas the said C. earl of — and — have pursuant to an order of the high court of chancery, purchased of the said R. L. and L. his wife, All, &c. the premises in the said herein before recited indentures of lease and lease, and indenture of demise contained, for the sum of — View this Indenture witnesseth, That for and in consideration of the sum of — to the said A. C. in hand paid by the said P. J. at or before, &c. and for divers other good causes, &c. the said A. C. Hath bargained, sold, assigned and set over, (and the said R. L. and L. his wife, have, and each of them hath ratified and confirmed the same) and the said A. C. Doth, (by the direction and appointment of the said R. L. and L. his wife, and at the nomination of the said C. earl of — and — testified by their being parties to and signing and sealing these presents) bargain, sell, assign and set over, and the said R. L. and L. his wife, do, and each of them doth ratify and confirm unto the said P. J. his executors, administrators and assigns, All the said — and premises herein before recited, or mentioned to be vested in the said A. C. for the residue of the said term of 500 years; And also all that the said — to her the said A. C. granted and demised for the said term of 999 years as aforesaid, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. of the said A. C. in and to the same: To have and to hold, all and singular the said premises herein before mentioned to be hereby assigned, intended to be assigned, with their and every of their appurtenances, unto the said P. J. his executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said several and respective terms of 500 years and 999 years yet to come and unexpired; In trust for the said C. earl of — and, &c. and his heirs and assigns, and to attend and wait upon the reversion and inheritance of the said premises so by them purchased as aforesaid; And the said A. C. for herself, her heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said P. J. his executors and administrators, by these presents, that, &c. (Covenant, with done no act of incumbrance.) In witness, &c.

N. B. All the Parties to execute.

If the Residue of a Mortgage Term to attend the Inheritance, (demised, and on more Money secured, ratified and confirmed to the Mortgagee, and the Time for Redemption expired) By the Executor and Residuary Legatee of the Mortgagee to a Trustee, at the Nomination of the Purchaser of the Estate, to whom the Mortgagor had before conveyed the Inheritance.

THIS INDENTURE TRIPARTITE, made, &c. Between W. H. of — sole executor of the last will and testament of W. H. (the mortgagee) late of — his late uncle, deceased, and also residuary legatee named in the said will, of the first part, Sir J. S. of — (the purchaser) of the second part, and J. W. of — (being a person nominated and appointed by and in trust for the said Sir J. S.) of the third part. Whereas, &c. (Recited of a mortgage the premises from Sir C. G. and

and A. G. to W. H. and of an indenture (reciting the said mortgage, and that the days for payment in the proviso were past, and that the said W. H. had agreed that the said Sir C. G. and A. G. should continue in their hands, at interest, the principal money in the mortgage for one year; and upon security of the same premises had lent more money;) Sir C. G. and A. G. ratified and confirmed the premises to the said W. H. for the remainder of the 1000 years to come in the mortgage, and released the proviso therein, under a proviso in the last mentioned indenture, and W. H. covenanted, that if Sir C. G. and A. G. paid to him the full sum according to the said proviso, he would surrender to them, or convey to their appointment, the premises, and that default was made in payment according to the last proviso; whereby the said estate of W. H. became absolute for the remainder of the said term; and that the said W. H. is since dead, having appointed the said W. H. his nephew (party hereto) sole executor and residuary legatee; whereby the premises are vested in W. H. party hereto, for the residue of the 1000 years by the first indenture of demise granted, and by the last indenture ratified and confirmed.) And whereas, there is now due and owing, on the afore recited securities, for principal and interest, the sum of — And whereas the said Sir C. G. and A. G. are both also dead, having first conveyed and assured the fee-simple and inheritance (*inter alia*) of all and singular the afore recited premises, unto the said Sir J. S. his heirs and assigns: Now this Indenture witnesseth, That the said W. H. (party to these presents) for and in consideration of the sum of —, £c. by the said Sir J. S. at or before, £c. in full of all principal and interest monies due on the said recited security, the receipt and payment whereof, £c. and also for and in consideration of the sum of £c. of, £c. by the said J. W. (by the direction and appointment of the said Sir J. S. testified, £c.) at or before, £c. the receipt, £c. he the said H. W. (party hereto) at the nomination of the said Sir J. S. (testified as aforesaid,) Hath bargained; sold, assigned, transferred and set over, and by these presents the said W. H. (party hereto) Doth bargain, £c. (and the said Sir J. S. doth ratify and confirm) unto the said J. W. his executors, £c. All and singular the said messuage, £c. and all and singular other the premises in and by the said recited indenture of demise mentioned to be demised and granted, and in and by the said last recited indenture ratified and confirmed unto the said W. H. deceased, his executors, £c. with their and every of their appurtenances, and the reversion, £c. and all the estate, £c. of him the said W. H. (party hereto) by virtue of the last will and testament of the said W. H. his said late uncle, deceased, and the aforesaid several recited indentures of demise, mortgage and ratification thereof, together with the said recited indenture of demise or mortgage, and recited indenture of ratification thereof themselves, and together also with all other deeds, writings and evidences whatsoever, touching or concerning the afore recited premises, which he the said W. H. (party hereto) hath in his custody or power, as executor to the said W. H. his late uncle deceased, or otherwise, or can come by without suits in law or equity; To have and to hold the said messuage or tenement, £c. and all and singular other the premises in and by the said recited indenture of demise mentioned to be granted, bargained and sold, and in and by the said last recited indenture ratified and confirmed unto the said J. W. his executors, £c. from henceforth, for and during all the rest, residue and remainder of the said term of 1000 years, in and by the said recited, £c. (as before) and which are therein yet to come and unexpired, in as full and ample manner

manner and form, to all intents and purposes, as he the said *W. H.* (party hereto) might, could, should or ought to have held and enjoyed the same premisses, by virtue of the said last will and testament of the said *W. H.* his said late uncle deceased, or otherwise howsoever; *In trust nevertheless*, for the said Sir *J. S.* his heirs and assigns, and to be conveyed and disposed of, as the said Sir *J. S.* his heirs and assigns, shall direct or appoint, and in the mean time, and until such direction and appointment, to attend and wait upon the inheritance of the said premisses (*inter alia*) so conveyed and assured to the said Sir *J. S.* his heirs and assigns, by the said Sir *C. G.* and *A. G.* as aforesaid, and to protect the same from menſe incumbrances; *And, &c.* (*Covenant from W. H. to — — — that neither the said W. H. deceased, in his life-time, nor W. H. party hereto, since his death, have done any act of incumbrance*) *In witness, &c.*

Of the residue of a Mortgage Term to attend the Inheritance, where the Estate is sold in Parcels, by the Assignee of the Mortgagee, by the Direction of the Mortgagor, to the Trustee nominated by several Purchasers.

THIS INDENTURE QUADRIPARTITE, made, &c. *Between* Sir *J. C.* (the mortgagor) of ——— of the first part, *H. F.* (the now assignor) of ——— of the second part, *J. H.* (one purchaser) of ——— and *J. B.* (another purchaser) of ——— of the third part, and *J. G.* (the assignee in trust) of ——— of the fourth part. *Whereas, &c.* (*Recital of a mortgage from the said Sir J. C. to Sir J. H. deceased, for 500 years.*) *And whereas* the said manor, &c. are by several mesne assignments, legally come to, and vested in the said *H. E.* for the remainder of the said term of 500 years, for securing the payment of ——— and interest to the said *H. E.* *And whereas* all interest for the said sum of ——— hath been fully paid and satisfied to the day of the date of these presents: *Now this Indenture witnesseth*, That for and in consideration of the sum of, &c. to the said *H. E.* by the direction of the said Sir *J. C.* well and truly in hand paid by the said *J. H.* at and before, &c. and of the sum of 5s. of, &c. to the said *H. E.* well and truly in hand paid by the said *J. G.* the respective receipts, &c. he the said *H. E.* by the direction and appointment of the said *J. H.* and *J. B.* testified, &c. *Hath* bargained, sold, assigned and set over, and by these presents *Doth* bargain, &c. unto the said *J. G.* his executors, &c., *All* that, &c. herein before mentioned, and so by mesne assignments come to and vested in the said *H. E.* and the reversion, &c. and all the estate, &c. *To have and to hold* the said, &c. unto the said *J. G.* his executors, &c. for and during all the rest, residue and remainder of the said term of 500 years yet to come and unexpired, on the trust and confidences, and to the ends, intents and purposes herein after mentioned, expressed and declared, that is to say, *As* for and concerning all those, &c. being part of the said mortgaged premisses, lying, &c. containing, &c. now in the tenure of, &c. and, &c. or one of them, their, or one of their assigns or undertenants, *In trust* for the said *J. B.* his heirs and assigns, who hath purchased the said reversion and inheritance of the said ——— of the said Sir *J. C.* *And* to the intent the said term of ———, as to the

the said premises so purchased by the said J. B. may not be merged, but may be kept on foot to wait on the reversion of the said premises by him so purchased as aforesaid; *And as for, touching or concerning the ——— and all other the lands, tenements and hereditaments hereby granted or assigned, or intended so to be, except the said ——— purchased by the said J. B. as aforesaid; In trust for the said J. H. his heirs and assigns, who hath purchased the freehold and inheritance of the said ——— except the said ——— And to the intent and purpose that the said term of 500 years may not be merged and drowned, but may wait and attend on the same, and such disposition as the said J. H. his heirs and assigns, shall make thereof. (Covenant from H. E. to J. G. that no act is done to incumber.) In witness, &c.*

Assignment of a Mortgage Term to attend the Inheritance, and of a Bond.

By Indorsement.

TO ALL, &c. the within named W. J. and W. D. and W. R. of ——— send greeting. *Whereas* the inheritance and equity of redemption of the within mentioned premises is now vested in the said W. B. or some other person in trust for him, and there is now due and owing to the said W. J. on the within mentioned bond, for principal and interest, the sum of ———: *And whereas* the said W. B. hath agreed to pay off the said bond debt; and it is likewise agreed, that the said bond, and the within written indenture of assignment, shall be assigned to R. W. of ———, for the residue of the within mentioned term of ——— years, for the better securing the re-payment of the said sum of ——— to the said W. B. his executors, administrators and assigns: *Now know ye*, That for and in consideration of, &c. in full for principal and interest due and owing on the said bond; and also in consideration of the sum of 5s. of, &c. the respective receipts, &c. they the said W. J. and W. D. by the direction of the said W. B. *Have*, and each of them *Hath* bargained, sold, assigned and set over, and by these presents *Do*, and each of them *Doth* bargain, &c. unto the said W. R. his executors, &c. the within mentioned messuage, &c. and the reversion, &c. and all the estate, &c. of the said W. J. and W. D. in and to the same, together with the said bond and recited assignment; *To have and to hold* the said messuage, &c. from henceforth, for and during the residue and remainder of the within mentioned term of ——— years; *In trust nevertheless* for the said W. B. his executors, administrators and assigns. *(Covenant added that no act of incumbrance is done.) In witness, &c.*

Assignment

Assignment of two several Mortgage Terms to attend Inheritance, (whereof as to Part of Premises) to a Trustee for the Purchaser, and (as to other Part of Premises) to another Trustee, in Trust for the Grantor; with a Ratification from the Grantor to both Trustees, in Trust for the Purchaser and Vendor of respective Premises.

INDENTURE TRIPARTITE, made, &c. Between T. C. of, &c. of the first part, P. D. of, &c. and Sir G. H. knight late one of the commissioners for the custody of the great seal of England, of the second part, and J. L. of, &c. and W. L. of, &c. S. T. of, &c. of the third part. *Whereas, &c. An Assignment of the original demise for a term of 99 years, and other mesne assignments thereof, and of another term of 1000 years demised of said premises, to two trustees, in trust for a mortgagee: And whereas, by indorsement written upon the said indenture of assignment made to the said Sir G. H. as aforesaid, and bearing date the sixth day of September, &c. the said P. D. for the sum of 500l. mentioned in the said indorsement to be borrowed and received by him of the said Sir G. H. Did charge the said premises, mortgaged to him the said Sir G. H. as aforesaid, with the payment of the said 500l. and interest, at 5l. per cent. from the day of the date of the same indorsement, as by the same recited indenture of assignment made to the said Sir G. H. and indorsement thereupon, relation, &c. And whereas the said Sir T. L. died sometime since, and the said T. C. intermarried with P. his now wife, the daughter and heir of the said Sir T. L. and since the same intermarriage, to wit, on, &c. a decretal order was made in the high court of chancery, by the right honourable ——— then lord keeper of the great seal of England, in cross causes then there depending between the said T. C. and P. his wife, (then infants, by Sir R. C. bart. their next friend) plaintiffs, the said P. D. P. B. and Sir G. H. defendants, and between the said P. D. plaintiff, the said Sir R. C. bart. and the said T. C. and P. his wife, defendants; whereby after setting forth the several pleadings in the said several causes, (wherein are mentioned the said recited mortgage) It was ordered and decreed (amongst other things) that Sir L. W. C. one of the masters of the said honourable court of chancery, should take an account between the said parties, plaintiffs and defendants, and should see what was due from the said T. C. and his said wife, unto the said P. D. and compute interest for the principal money which should be found due on the said mortgage made to him the said P. D. and should also tax the costs of the said P. D. in respect of the same mortgage; and by the same decretal order, it was further ordered, that what should be found due to the said P. D. for his principal, interest and costs, in respect of the same mortgage, the same should be paid by the said T. C. and his wife, to the said P. D. at such time and place as the said master should appoint; and that, upon payment thereof, the said P. D. should procure the said Sir G. H. to convey the said mortgaged premises unto the said T. C. and his wife, or to such person or persons as they should appoint, as by the said decretal order more fully may appear: And whereas since the making of the said decretal order by virtue of an indenture tripartite (inrolled in the said high court of chancery) bearing date the 8th day of February last past, before the date hereof; and by*

Further charge.
Death.
Marriage.
Decree.
Premises by deed and recovery limited to uses.
virtue

Release in
trust.

Several orders
subsequent to
the decree
23 June, 1703.

Agreement to
sell mortgaged
premises.

Consideration.

Parcels.

virtue of a recovery suffered in pursuance of the same indenture, the said manor or lordship and premisses in mortgage as aforesaid to the said *P. D.* and assigned by him to the said *Sir G. H.* as aforesaid, are limited and conveyed, *To the use* and behoof of *Sir W. C. knt. and S. T. of London,* merchant, and the said *T. C.* their heirs and assigns for ever; but as to the estate of the said *Sir W. C.* and *S. T.* and their heirs, *In trust* only for and for the benefit of the said *T. C.* his heirs and assigns for ever; *And* the said *Sir W. C.* hath since released the said manor and premisses to the said *T. C.* and *S. T.* and their heirs, *In trust nevertheless* as to the estate of the said *S. T.* and his heirs, for the said *T. C.* and his heirs: *And whereas* several orders have been made in the said causes subsequent to the said decretal order, and several reports have been made in pursuance of the said orders, *And* by an order made in the said high court, by the right honourable *Sir N. W.* lord keeper of the great seal of *England,* on the, *&c.* *It was ordered* that the said defendant *D.* should receive on the — day of *July* then next, the sum of 6380*l.* which was computed to be then due to him for principal, interest and costs; and that in case he should not think fit to accept thereof, on the same day, then the plaintiffs were to bring into the same court the said sum of 6380*l.* and thereupon the plaintiffs were, from the time of their bringing the same money into court, to be excused from paying the said defendant *D.* any further interest, as by the said order of the said 23d day of *June* last past more fully may appear: *And whereas* the said *T. C.* hath sold or agreed to sell unto the said *J. L.* and his heirs, for the sum of 950*l.* the said manor or lordship, and several of the premisses in mortgage as aforesaid: *Now this Indenture witnesseth,* That for and in consideration of the sum of 5100*l.* 15*s.* 6*d.* of, *&c.* to the said *Sir G. H.* in hand paid by the said *J. L.* at, *&c.* by the several directions of the said *T. C.* and *P. D.* testified, *&c.* in full discharge of all monies due to the said *Sir G. H.* upon or by virtue of the said recited mortgage made to him as aforesaid, the receipt whereof the said *Sir G. H.* doth hereby acknowledge, and thereof, *&c.* and for and in consideration of the sum of 1279*l.* 4*s.* 6*d.* of like lawful money to the said *P. D.* in hand paid by the said *J. L.* at, *&c.* by the direction of the said *T. C.* (testified as aforesaid) the receipt, *&c.* which said several sums of 5100*l.* 15*s.* 6*d.* and 1279*l.* 4*s.* 6*d.* make together the said sum of 6380*l.* which is by these presents declared and agreed by the said *P. D.* to be the same sum of 6380*l.* computed to be due to him as aforesaid; and also to be in full discharge of all monies charged upon the said premisses, and secured to him by or by virtue of the before mentioned terms of 99 years and 1000 years, or either of them; and for and in consideration of the sum of 5*s.* of like lawful money to the said *Sir G. H.* in hand paid by the said *W. L.* at, *&c.* the receipt, *&c.* the said *Sir G. H.* by the direction of the said *P. D.* testified, *&c.* and at the request and nomination of the said *T. C.* and *J. L.* testified, *&c.* *Hath* bargained, sold, assigned and set over, and by these presents, by the like direction, and at the like request and nomination, (testified as aforesaid) *Doth* bargain, *&c.* unto the said *W. L.* his executors, administrators and assigns, *All* that the said manor or lordship of *B.* or such part or parts thereof, and such of the said premisses comprised in the said recited mortgage, made to the said *Sir G. H.* as aforesaid, which in and by an indenture of bargain and sale, bearing date the day before the date of these presents, and made or mentioned to be made between the said *T. C.* and *S. T.* of the one part, and the said *J. L.* of the other

other part; and intended to be inrolled in the high court of chancery; are bargained and sold, or mentioned, &c. unto and to the use of the said J. L. and his heirs, and also all the estate, &c. of him the said Sir G. H. of, in, unto and out of, &c. *To have and to hold* the said **Habendum** manor or lordship, or such part or parts thereof, and such of the said premisses in mortgage to the said Sir G. H. as aforesaid, which by the said indentures of bargain and sale intended to be inrolled, are bargained and sold, or mentioned or intended to be bargained and sold to the use aforesaid, with their and every of their appurtenances, unto the said W. L. his executors, administrators and assigns, from henceforth, for and during the respective residues and remainders now to come and unexpired of the said several terms of 99 years and 1000 years; *In trust nevertheless* for the said J. L. his heirs and assigns, and **In trust.** to be conveyed and disposed of as he or they shall direct or appoint, and in the mean time, until such direction or appointment shall be made, to attend and wait upon the freehold and inheritance of the premisses herein before mentioned and intended to be hereby assigned unto the said W. L. and to protect the same freehold and inheritance from and against all mesne incumbrances, if any such there be; *And* the said Sir G. H. for himself, &c. (*Covenant, done no act to incumber:*) **Covenant,** *And this Indenture further witnesseth,* That for the considerations afore- **Second consi-** said, and for and in consideration of the sum of 5s. of, &c. to the said **deration.** Sir G. H. in hand, &c. by the said S. T. at, &c. the receipt, &c. he the said Sir G. H. by the direction of the said P. D. testified as aforesaid, and at the request and nomination of the said T. C. and J. L. testified as aforesaid, *Hath* bargained, sold, assigned and set over, and **Assignment.** by these presents doth bargain, sell, assign and set over, unto the said S. T. his executors, administrators and assigns, *All* the residue of the **Parcels.** said premisses comprised in the said recited mortgage made to the said Sir G. H. which are not herein before assigned to the said W. L. being so much, or such part and parts of the said premisses, in mortgage to the said Sir G. H. as aforesaid, which are excepted or reserved, or mentioned or intended to be excepted or reserved out of the said bargain and sale intended to be inrolled as aforesaid; and also all the estate, &c. of him the said Sir G. H. of, in, unto and out of the same premisses hereby intended to be assigned unto the said S. T. or any part or parts thereof; *To have and to hold* the said residue of the said premisses in **Habendum,** mortgage unto the said Sir G. H. as aforesaid, and excepted out of the said bargain and sale intended to be inrolled, with the appurtenances thereof, unto the said S. T. his executors, administrators and assigns, from henceforth, for and during the respective residues now to come and unexpired of the said several terms of 99 years and 1000 years; *In trust nevertheless* for the said T. C. his heirs and assigns, and to be conveyed and disposed of as he or they shall direct or appoint, and in the mean time, until such direction or appointment shall be made, to attend and wait upon the freehold and inheritance of the said premisses herein before mentioned and intended to be hereby assigned unto the said S. T. *And* the said Sir G. H. for himself, &c. (*Covenant, done no act to* **Third consi-** *incumber:*) *And this Indenture further witnesseth,* That for the **deration,** considerations aforesaid, and for and in consideration of the sum of 2670l of, &c. to the said T. C. in hand paid by the said J. L. at, &c. the receipt, &c. which said sums of 2670l. and 6380l. make up together the said sum of 9050l. which is the said sum of 9050l. mentioned as the con- sideration

Confirmation
to the first
assignee.

Fourth confi-
deration.

Confirmation
to the second
assignee.

consideration in the said indenture of *bargain and sale* intended to be in-
rolled as aforesaid, and in consideration of the sum of 5s. of, &c.
to the said T. C. in hand likewise paid by the said W. L. the receipt,
&c. He the said T. C. *Hath* ratified and confirmed, and by these pre-
sents doth ratify and confirm unto the said W. L. *All* and singular the
premisses herein before mentioned and intended to be hereby assigned to
him by the said Sir G. H. as aforesaid, with their and every of their
appurtenances; *To hold* the same premisses with the appurtenances, unto
the said W. L. his executors, administrators and assigns, from hence-
forth, for and during the respective residues and remainders, now to
come and unexpired of the said terms of 99 years and 1000 years,
without impeachment of waste, freed and discharged of and from all
provisoos, agreements, and equity of redemption whatsoever; *Never-
theless upon the same Trust* upon which the same premisses are herein
before mentioned to be hereby assigned unto the said W. L. *And this In-
denture also further witnesseth*, that for the considerations aforesaid, and for
and in consideration of the sum of 5s. of, &c. to the said T. C. in
hand paid by the said S. T. at, &c. the receipt, &c. he the said T. C.
Hath ratified and confirmed, and by these presents *Doth* ratify and con-
firm unto the said S. T. the premisses herein before mentioned and in-
tended to be hereby assigned to him by the said Sir G. H. *To have and to
hold* the same premisses with the appurtenances, unto the said S. T. his
executors, administrators and assigns, from henceforth, for and during
the respective residues now to come and unexpired of the said terms
of 99 years and 1000 years, without impeachment of waste, freed and
discharged of and from all provisoos, agreements and equity of re-
demption; *Nevertheless upon the same Trust*, as the same premisses are
herein before mentioned to be hereby assigned unto the said S. T. (a).
In witness, &c.

*An Assignment of a Term from a Mortgagee to a Trustee, to prevent a
Merger of the Term in the Inheritance, indorsed on the Mortgage.*

Recitals.
Default in
payment of
mortgage
money.

What due for
principal and
interest.

Mortgagee
has agreed
with mortga-
gor for abso-
lute purchase.

TO ALL PERSONS, &c. the within named H. S. sendeth greet-
ing. *Whereas* the within named J. E. made default in payment
of the within mentioned principal sum of 130l. and interest secured by
the within written indenture to the said H. S. whereby the estate and
interest of him the said H. S. of and in the within demised and assign-
ed messuage or tenement, lands, hereditaments and premisses, is now
in law become absolute for the residue of the within granted term of
1000 years; *And whereas* there is now justly due and owing from the
said J. E. to the said H. S. for principal and interest monies, on
account of, and by virtue of the within written securities, in the whole
the full sum of ——— or thereabouts; *And whereas* the said H. S.
hath contracted and agreed with the said J. E. for the absolute pur-
chase of the fee-simple and inheritance of the said messuage or tene-
ments, lands, hereditaments and premisses, and of all his the said J.
E.'s estate, right, title, interest, equity and benefit of redemption, of,
in, and to the same premisses, for the further sum of ———l. *And
whereas,*

whereas, previous to, and before the conveying of the said premises Agreement unto the said *H. S.* It was agreed that the said term of 1000 years of that the term and in the said premises, should not be merged; and that the now should not be residue of the said term, and the premises comprised therein, should be merged. be by them the said *H. S.* and *J. E.* assigned and ratified unto *A. B.* in trust for the said *H. S.* To the intent to protect the inheritance of the said premises from and against all mesne incumbrances, in such manner as herein after is mentioned: And *whereas* by indentures of lease and Conveyance of release already prepared, and intended to bear date respectively the the inheritance ——— and ——— days of this instant *July*, and both made or prepared. mentioned to be made between the said *J. E.* of the one part, and the said *H. S.* of the other part, whereby (after reciting as in the said indenture of release is recited, and for the considerations therein mentioned) the fee-simple and inheritance of the said mortgaged hereditaments and premises, are by the said *J. E.* intended to be absolutely granted and conveyed unto and to the use of the said *H. S.* his heirs and assigns for ever: Now know ye, and these ind r sed Presents witness, Consideration, that in consideration of — *l.* so now due from the said *J. E.* to the said *H. S.* as afore said, and also for and in consideration of the said further sum of — *l.* of, *£c.* to the said *J. E.* in hand, *£c.* at, *£c.* the receipt, *£c.* and also for and in consideration of the sum of *5s.* of like money to them the said *H. S.* and *J. E.* in hand paid by the said *A. B.* at, *£c.* He the said *H. S.* by and with the consent, direction, nomination and appointment of the said *J. E.* testified by his sealing and executing thereof, *Have* assigned, transferred and set over, and by, *£c.* *Doth*, Assignment and *£c.* and the said *J. E.* *Have*, and by these presents *Doth* ratify and con- confirmation. firm unto the said *A. B.* The within mentioned messuage, *£c.* which in and by the within recited indenture of mortgage, were by him the said *J. E.* demised to the within named *R. W.* and which by the within written indenture were assigned unto the said *H. S.* or mentioned or intended so to be, with their appurtenances, and all their estate, right, Parcels, title, interest, term of years to come, reversion, benefit, property, claim and demand whatsoever of them the said *H. S.* and *J. E.* or either of them, of, in, to or out of the hereby assigned premises, and every part and parcel thereof, by virtue of the said indenture of demise, and the within written indenture of assignment, or either of them, or otherwise howsoever; To have and to hold the said messuage, *£c.* herein Habendum, before mentioned and intended to be hereby assigned, with their appurtenances, unto the said *A. B.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the within granted and assigned term of 1000 years, which is now to come and unexpired; In Trust nevertheless for the only use and benefit of the said In trust, *H. S.* his heirs and assigns, and to be assigned and disposed of, as he or they at any time shall in that behalf direct or appoint, and in the mean time to attend, wait upon, and go along with the reversion, freehold and inheritance of the said premises so intended to be conveyed, unto and to the use of the said *H. S.* his heirs and assigns as afore said, to the end to protect and preserve the same inheritance from and against all other mesne incumbrances (if any such there be.) In witness whereof the said *H. S.* and *J. E.* and also the said *A. B.* have hereunto set their hands and seals this ——— day of, *£c.*

Another Assignment from a Mortgagee of a Term of Years to a Trustee, to prevent a Merger, to the Intent that Mortgagee may take a Conveyance of the Fee of Premises.

TO ALL, &c. the within named *H. C.* sendeth greeting. *Whereas* the within named *R. W.* hath agreed to convey the reversion and inheritance of the messuages, lands and hereditaments within mentioned (expectant on the determination of the within mentioned term of 1000 years) unto and to the use of the said *H. C.* his heirs and assigns, by way of mortgage: *Now know ye*, that to the intent to prevent the said term being merged in the inheritance, and also for and in consideration of the sum of 5s. of, &c. to the said *H. C.* in hand paid by the said *W. S.* of, &c. the receipt, &c. be the said *H. C.* *Haib* bargained, sold, assigned, transferred, and by, &c. *Doth*, &c. unto the said *W. S.* his executors, &c. the messuage or cottage, and all and singular the lands, hereditaments and premises, in and by the within written indenture granted and demised, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. *To have and to hold* the said messuage or tenement, lands, hereditaments and premises hereby assigned, with their and every of their appurtenances, unto the said *W. S.* his executors, &c. from henceforth, for and during all the rest, residue and remainder of the within mentioned term of 1000 years, yet to come and unexpired; *In Trust nevertheless* for the said *H. C.* his heirs and assigns, to attend and wait upon the reversion and inheritance of the said premises, so agreed to be conveyed to him and them as aforesaid. *In witness, &c. (a)*

Another, different from the former.

TO ALL PERSONS to whom these indorsed presents shall come, I the within named *R. W.* send greeting. *Whereas* I intend to purchase, to the use of myself and my heirs, the messuage or tenement, grounds and hereditaments, assigned to me by the within written indenture: *Now know ye*, that to prevent a merger of the within mentioned term of 47 years, I the said *R. W.* in consideration of the sum of 5s. of, &c. *Have* assigned and set over, and by these presents *Do* assign and set over unto *R. C.* of, &c. his executors, administrators and assigns, the said messuage or tenement, ground and hereditaments, with their and every of their appurtenances, and all my estate, &c. *To have and to hold* the said messuage or tenement, ground, hereditaments and premises, unto the said *R. C.* his executors, administrators and assigns, from henceforth, for and during all the rest and residue now to come and unexpired of the said term of 47 years; *In Trust nevertheless* for me the said *R. W.* my executors, administrators and assigns, until the fee-simple and inheritance of the said messuage or tenement, ground, hereditaments and premises, shall be conveyed un-

(a) Note: this deed-poll to be dated the day next before the date of lease and release, and to be indorsed on the original mortgage.

to and to the use of me and my heirs ; and from and after the conveying the fee-simple and inheritance as aforesaid, then *In trust* to be conveyed and disposed of as I the said *R. W.* my heirs or assigns, shall direct or appoint ; and in the mean time, until such direction or appointment, and subject to such direction and appointment, to attend and wait upon the freehold and inheritance of the messuage or tenement and premisses intended to be hereby assigned. *In witness, &c.*

An Assignment of a Mortgage Term from a surviving Executor of a Mortgagee, with the Consent of the Executors of the Son of the Mortgagee, to a Purchaser of the Inheritance of Mortgaged Premises.

K NOW ALL PERSONS by these presents, that *A. B.* esq; (the surviving executor of the last will and testament of the within named *M. J.* and also one of the executors of the last will and testament of *R. J.* son and residuary legatee of the said *M. J.*) in consideration that *T. B.* of, &c. (who hath purchased the inheritance of the within mortgaged premisses) hath now paid the sum of 231*l.* (being the principal and interest monies due on the mortgage or security within written) and for divers other good causes him the said *A. B.* moving, He the said *A. B.* (by and with the consent of *J. B.* and *T. B.* esqrs. the two other surviving executors of the said *R. J.*) *Doth* hereby assign, transfer and set over unto the said *T. B.* *All* and singular the messuages, cottages, lands, tenements and hereditaments whatsoever, in and by the within written indenture granted, or mentioned to be granted, and every part and parcel thereof, with their appurtenances, and all the estate, &c. *To have and to hold* the said premisses, with the appurtenances, unto the said *T. B.* his executors, &c. from henceforth, for and during all the rest and residue of the within mentioned term of 460 years, which is now to come and unexpired ; *And* the said *A. B.* doth hereby for himself, his executors and administrators, covenant with the said *T. B.* his executors, administrators and assigns, that he the said *A. B.* hath not made, done or committed, any act, deed, matter or thing whatsoever, whereby or where-with the premisses hereby assigned, or any part thereof, is, are, can or may be forfeited, surrendered, charged or incumbered. *In witness* whereof the said *A. B.* *J. B.* and *T. B.* have hereunto set their hands and seals this — of, &c.

A Deed whereby three Mortgagees assign, surrender up and release to the Mortgagor two new Messuages, &c. comprised in their three several Mortgages, to the Intent that the Mortgagor might dispose thereof, the other mortgaged Premises being an ample Security, &c.

T HIS INDENTURE QUADRIPARTITE, made, &c. *Between* *J. S.* of, &c. of the first part, *J. R.* of, &c. of the second part, *J. H.* of, &c. of the third part, (the three mortgagees) and *M. R.* of, &c. esq. of the fourth part, (the mortgagor.) *Whereas*, by an indenture of demise by way of mortgage, bearing date on or about the fourth day of June, &c. and made, &c. between the said *M. R.* Recitals, viz
The first mortgage is
of

Mr. S. for
200*l.* and
interest.

As to his fur-
ther security
by indorsement
for 300*l.* and
interest.

As to the se-
cond mortgage
to Mr. H. for
200*l.* and
interest.

As to the third
mortgage to
Mr. H. for
300*l.* and
interest.

As to the three
principal sums,
and some in-
terest being
now due.

And that all
the premises
respectively
demised now
remain charged
with payment
thereof.

As to the
mortgagor's
having new
built two
messuages on
part of the

of the one part, and the said J. S. of the other part, the said M. R. (in consideration of the sum of 200*l.* of, &c. to him paid by the said J. S. as therein mentioned) *Did* grant, sell and demise unto the said J. S. *All* that, &c. *To hold* unto the said J. S. his executors, &c. from the day next before the day of the date of the same indenture, for and during, and unto the full end and term of 1000 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste, *At* and under the yearly rent of a pepper-corn; *Subject nevertheless* to a proviso or condition in the same indenture contained for making void thereof on payment of the said sum of 200*l.* and interest, at the place, on the several days, and in such manner as therein mentioned: *And whereas* the said J. S. did afterwards advance and lend unto the said M. R. the further sum of 300*l.* of like money, and he the said M. R. in consideration thereof, and for securing thereof with interest, did by his deed-poll, bearing date on or about the 19th of *August*, &c. and written upon the back of the said recited indenture of demise, charge the said mortgaged premises as well with payment of the said sum of 300*l.* and interest, as also of the before mentioned sum of 200*l.* and interest in such manner as in the said deed-poll is mentioned: *And whereas* by one other indenture of demise by way of mortgage, bearing date, &c. and made, &c. between the said M. R. of the one part, and the said J. R. of the other part, the said M. R. (in consideration of the sum of 200*l.* of, &c. to him paid by the said J. R. as therein mentioned) *Did* likewise demise, grant and sell unto the said J. R. *The* said piece, &c. *To hold* to the said J. R. his executors, &c. from the day next before the date of the same indenture, for and during the term of 1000 years, without impeachment of waste, and fully to be compleat and ended, at and under the yearly rent of one pepper-corn; *Subject nevertheless* to a proviso or condition in the same indenture contained for making void thereof on payment of the same sum of 200*l.* and interest, at the place, on the several days, and in manner as therein also is mentioned: *And whereas* by one other indenture of demise by way of mortgage, bearing date, &c. and made, &c. between the said M. R. of the one part, and the said J. H. of the other part, the said M. R. (in consideration of the sum of 300*l.* paid to him by the said J. H. &c. (as above to Mr. R.) as by the said three several in part recited indentures and deed-poll, relation being to them respectively had, more fully may appear: *And whereas* the said several principal sums of 200*l.* and 300*l.* so secured to the said J. S. and also the said sum of 200*l.* so secured to the said J. R. and likewise the said sum of 300*l.* so secured to the said J. H. in manner as aforesaid, have not been paid, and the said several sums are now due and owing unto them the said J. S. J. R. and J. H. respectively, together with some interest for each of the said several and respective sums of money, and all and singular the several messuages or tenements, hereditaments and premises herein before mentioned, and in the said several recited indentures comprised, remain and continue as security for, and charged and chargeable with the payment of the same several and respective principal sums of money and interest for the same: *And whereas* the said M. R. hath lately erected and built two new brick messuages or tenements on the two several tofts, pieces or parcels of ground herein after mentioned and described, (being part of the premises in the said several recited indentures of demise comprised) whereon formerly stood two

two old messuages or tenements; And the said M. R. hath requested them the said J. S. J. R. and J. H. that they would respectively assign, surrender up, and release unto him the said M. R. the said two tofts, pieces or parcels of ground, and the said two brick messuages or tenements thereupon erected and new built as aforesaid, to the intent that he the said M. R. and his heirs may hold and enjoy the same, or dispose, or do therewith as he or they shall think fitting: And in regard the residues of the said messuages or tenements, hereditaments and premisses in the said several recited indentures of demise comprised, are and will be and remain a very ample and sufficient security unto them the said J. S. J. R. and J. H. for the payment of the said several principal sums of monies herein before mentioned to be to them respectively due and owing as aforesaid, with interest for the said several and respective sums of money, to which request of the said M. R. they the said J. S. J. R. and J. H. have respectively consented and agreed: Now this Indenture witnesseth, that they the said J. S. J. R. and J. H. (in pursuance of their said agreement, and at the special instance and request of the said M. R. and for and in consideration of the sum of 5s. a piece, of, &c. to each of them respectively paid by the said M. R. at, &c. the receipt, &c.) Have, and each and every of them Hath assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, and by these presents Do, and each and every of them Hath, &c. unto the said M. R. his heirs, executors, administrators and assigns, all those the said two new brick messuages or tenements, situate, &c. and all those the said two several tofts, pieces or parcels of ground whereon the said two new brick messuages are erected, built, and now standing; Together with all ways, &c. which said two new messuages, or tenements and premisses, are now in the tenure or occupation of, &c. and the reversion, &c. of the said two new messuages, &c. And all the estate, right, title, interest, term and terms of years to come and unexpired, property, claim and demand whatsoever, both at law and in equity, of them the said J. S. J. R. and J. H. any or either of them, of, in and to the said two new brick messuages or tenements, tofts, pieces or parcels of ground and premisses, and every part and parcel of them, or either of them, by virtue of the said several herein before recited indentures of demise and deed-poll, any or either of them, or otherwise howsoever; To have and to hold the said two new brick messuages or tenements, and the said two several tofts, pieces or parcels of ground and premisses herein before mentioned, and hereby intended to be assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, with their and every of their appurtenances, unto the said M. R. his heirs, executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said several terms of 1000 years, 1000 years, and 1000 years, in the said several herein before recited indentures of demise or mortgage mentioned, and thereby respectively granted, now to come and unexpired, in as full, large, ample and beneficial manner and form to all intents and purposes whatsoever, as they the said J. S. J. R. and J. H. any or either of them, their, any or either of their executors, administrators or assigns, might, could, or of right ought to have held and enjoyed the same, by force and virtue of the said several herein before recited indentures of demise, or of mortgage or deed-poll to them respectively made as aforesaid, if this present indenture had not been made,

premisses; and of his request to mortgagees to surrender up and release the same to him, to dispose of as he should think fit; and that they in regard the residue of the premisses being an ample security, have consented and agreed thereto. Considerations, whereby mortgagees at request of mortgagor, and for 5s. by him to them paid, surrender up, remise and release to mortgagor the said two new messuages, tofts, &c. reversion, estate, &c.

Habendum to mortgagor, for residue of said several terms of, &c. in as large manner &c. discharged of conditions of redemption as to the hereby released two new messuages, &c.

discharged

A proviso that nothing herein contained shall be construed to release any more or other part of mortgaged premises than only the said two new messuages, &c.

Covenant from Mr. S. that he has done no act to incumber.

discharged of the said several provisos or conditions in the same indentures of demise or mortgage respectively contained for redemption of the said two new built brick messuages or tenements, tofts, pieces or parcels of ground and premises, and of all right, title and equity of redemption whatsoever and howsoever in and to the same. *Provided always*, and the true intent and meaning of these presents, and of all the parties hereunto, is, and is hereby declared so to be, that these presents, or any thing herein contained, shall not be deemed, construed, or taken to release or discharge any more or other part or parts of the said piece or parcel of ground, messuages or tenements, hereditament and premises in the said several herein before recited indentures of demise or mortgage respectively comprised, and thereby respectively demised and granted to them the said J. S. J. R. and J. H. for the said several terms of 1000 years, 1000 years, and 1000 years as aforesaid, (other than and except the said two new built brick messuages or tenements, and the said two several tofts, pieces or parcels of ground and premises herein before mentioned and hereby intended to be assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, or hereby meant and intended so to be;) but all and every the rest and residue of the said piece or parcels of ground, messuages or tenements, hereditaments and premises in the said herein before recited indentures of demise or mortgage comprised, and thereby respectively demised and granted unto them the said J. S. J. R. and J. H. their several executors, administrators and assigns, for the said several terms of 1000 years, 1000 years, and 1000 years as aforesaid, shall from henceforth stand, remain, continue, and be unto them the said J. S. J. R. and J. H. respectively, their several and respective executors, administrators and assigns, as security for, and charged and chargeable with the payment of the said several principal sums of 200*l.* and 300*l.* and 200*l.* and 300*l.* in the said several recited indentures of demise, or mortgage and deed-poll of indorsement mentioned, and with all such interest as now is, or hereafter shall accrue and grow due for the said several principal sums of money, unto them the said J. S. J. R. and J. H. respectively, their respective executors, administrators and assigns, *And* the said J. S. for himself, &c. doth covenant, &c. that he the said J. S. hath not, &c. made, done or committed, or wittingly or willingly suffered any act, &c. wherewith or whereby the said two new built messuages or tenements, two several tofts, pieces or parcels of ground and premises herein before mentioned, and hereby intended to be assigned and yielded up, remised, released, and for ever quit-claimed, or any part thereof, is, are, shall or may be in any wise impeached, charged or incumbered in title, charge, estate, or otherwise howsoever. (*The like respective covenants from Mr. R. and Mr. H.*) *In witness, &c.*

XXXII. Of Notes.

An Assignment of a Note in Consideration of the Value paid, with a Letter of Attorney, and usual Covenants, and a Covenant that if the Drawer should be insolvent, the Assignor shall pay the Money.

TO ALL PERSONS, &c. R. M. of, &c. sendeth greeting.
Whereas W. W. of, &c. by his note, dated, &c. now last past, *Recital of the*
 hath thereby promised to pay to the said R. M. five months after date *note.*
 thereof, the sum of 30*l.* as by the said note signed by the said W. W.
 and indorsed on the back thereof by the said R. M. may appear: *New Consideration.*
these Presents witness, That for and in consideration of the sum of
 30*l.* of, &c. to him the said R. M. well and truly paid by E. C. of,
 &c. at, &c. the receipt, &c. *He* the said R. M. *Hath,* and by, &c. *Assignment.*
Doth absolutely bargain, sell and assign unto the said E. C. the above
 recited note, and the said sum of 30*l.* thereby secured, and to be-
 come due and payable, and all the right, title, property, claim and
 demand whatsoever of him the said R. M. of, in or to the hereby as-
 signed note, monies and premisses, and all benefit and advantage to be
 had or made thereof; *To have, he'd,* receive, take and enjoy the said
 hereby assigned note, monies and premisses, unto and to the use of
 the said E. C. his executors, administrators and assigns, from hence-
 forth, for ever. *And* for the more effectual enabling him the said E. C. *Letter of*
 his, &c. to recover and receive the said hereby assigned sum of 30*l.* *he attorney.*
 the said R. M. hath, &c. constituted, &c. the said E. C. his, &c. his
 true and lawful attorney, &c. to commence, &c. any action, &c. against
 the said W. W. his, &c. for the recovering and receiving of the said
 hereby assigned sum of 30*l.* and upon receipt, &c. and further to do,
 &c. and also to keep and detain the same to his and their own use
 without any account to be given to him the said R. M. for the same:
And the said R. M. for himself, &c. doth covenant to and with the said *Covenant here*
 E. C. his, &c. by, &c. in manner, &c. that he the said R. M. hath *not, nor will*
 not at any time heretofore released or discharged the said hereby assign- *release the*
 ed note; nor shall nor will at any time hereafter release or discharge *note,*
 the same; nor shall nor will disavow, discontinue, release or discharge *nor discharge*
 any action or suit to be thereupon brought or commenced; nor re- *any action.*
 voke or countermand any power or authority hereby given to the said
 E. C. his, &c. without the consent of the said E. C. his, &c. first had
 and obtained for that purpose. *And lastly,* That in case it shall hap- *In case of in-*
 pen by reason of any insufficiency or insolvency of the said W. W. or *sufficiency or*
 otherwise, the said hereby assigned sum of 30*l.* or any part thereof, *insolvency of*
 shall or cannot be recovered and received by the said E. C. his, &c. *the drawer of*
 from the said W. W. his, &c. or his or their estate, that then and in *the note, the*
 such case, he the said R. M. his, &c. shall and will make good and *assignor to*
 pay to the said E. C. his, &c. the said sum of 30*l.* or so much thereof, *make good*
 as by reason of any such insufficiency, insolvency, or otherwise as *the same.*
 aforesaid, cannot be recovered and received from the said W. W. his,
 &c. or his or their estate, on account of the hereby assigned note
 and

Mr. S. for
200*l.* and
interest.

As to his fur-
ther security
by indorsement
for 300*l.* and
interest.

As to the se-
cond mortgage
to Mr. H. for
200*l.* and
interest.

As to the third
mortgage to
Mr. H. for
300*l.* and
interest.

As to the three
principal sums,
and some in-
terest being
now due.

And that all
the premises
respectively
demised now
remain charged
with payment
thereof.

As to the
mortgagor's
having new
built two
messuages on
part of the

of the one part, and the said J. S. of the other part, the said M. R. (in consideration of the sum of 200*l.* of, &c. to him paid by the said J. S. as therein mentioned) *Did* grant, sell and demise unto the said J. S. *All* that, &c. *To hold* unto the said J. S. his executors, &c. from the day next before the day of the date of the same indenture, for and during, and unto the full end and term of 1000 years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste, *At* and under the yearly rent of a pepper-corn; *Subject nevertheless* to a proviso or condition in the same indenture contained for making void thereof on payment of the said sum of 200*l.* and interest, at the place, on the several days, and in such manner as therein mentioned: *And whereas* the said J. S. did afterwards advance and lend unto the said M. R. the further sum of 300*l.* of like money, and he the said M. R. in consideration thereof, and for securing thereof with interest, did by his deed-poll, bearing date on or about the 19th of *August*, &c. and written upon the back of the said recited indenture of demise, charge the said mortgaged premises as well with payment of the said sum of 300*l.* and interest, as also of the before mentioned sum of 200*l.* and interest in such manner as in the said deed-poll is mentioned: *And whereas* by one other indenture of demise by way of mortgage, bearing date, &c. and made, &c. between the said M. R. of the one part, and the said J. R. of the other part, the said M. R. (in consideration of the sum of 200*l.* of, &c. to him paid by the said J. R. as therein mentioned) *Did* likewise demise, grant and sell unto the said J. R. *The* said piece, &c. *To hold* to the said J. R. his executors, &c. from the day next before the date of the same indenture, for and during the term of 1000 years, without impeachment of waste, and fully to be compleat and ended, at and under the yearly rent of one pepper-corn; *Subject nevertheless* to a proviso or condition in the same indenture contained for making void thereof on payment of the same sum of 200*l.* and interest, at the place, on the several days, and in manner as therein also is mentioned: *And whereas* by one other indenture of demise by way of mortgage, bearing date, &c. and made, &c. between the said M. R. of the one part, and the said J. H. of the other part, the said M. R. (in consideration of the sum of 300*l.* paid to him by the said J. H. &c. (as above to Mr. R.) as by the said three several in part recited indentures and deed-poll, relation being to them respectively had, more fully may appear: *And whereas* the said several principal sums of 200*l.* and 300*l.* so secured to the said J. S. and also the said sum of 200*l.* so secured to the said J. R. and likewise the said sum of 300*l.* so secured to the said J. H. in manner as aforesaid, have not been paid, and the said several sums are now due and owing unto them the said J. S. J. R. and J. H. respectively, together with some interest for each of the said several and respective sums of money, and all and singular the several messuages or tenements, hereditaments and premises herein before mentioned, and in the said several recited indentures comprised, remain and continue as security for, and charged and chargeable with the payment of the same several and respective principal sums of money and interest for the same: *And whereas* the said M. R. hath lately erected and built two new brick messuages or tenements on the two several tofts, pieces or parcels of ground herein after mentioned and described, (being part of the premises in the said several recited indentures of demise comprised) whereon formerly stood two

two old messuages or tenements; And the said *M. R.* hath requested them the said *J. S. J. R.* and *J. H.* that they would respectively assign, surrender up, and release unto him the said *M. R.* the said two tofts, pieces or parcels of ground, and the said two brick messuages or tenements thereupon erected and new built as aforesaid, to the intent that he the said *M. R.* and his heirs may hold and enjoy the same, or dispose, or do therewith as he or they shall think fitting: And in regard the residues of the said messuages or tenements, hereditaments and premises in the said several recited indentures of demise comprised, are and will be and remain a very ample and sufficient security unto them the said *J. S. J. R.* and *J. H.* for the payment of the said several principal sums of monies herein before mentioned to be to them respectively due and owing as aforesaid, with interest for the said several and respective sums of money, to which request of the said *M. R.* they the said *J. S. J. R.* and *J. H.* have respectively consented and agreed: Now this Indenture witnesseth, that they the said *J. S. J. R.* and *J. H.* (in pursuance of their said agreement, and at the special instance and request of the said *M. R.* and for and in consideration of the sum of 5s. a piece, of, &c. to each of them respectively paid by the said *M. R.* at, &c. the receipt, &c.) Have, and each and every of them *Hath* assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, and by these presents *Do*, and each and every of them *Doth*, &c. unto the said *M. R.* his heirs, executors, administrators and assigns, all those the said two new brick messuages or tenements, situate, &c. and all those the said two several tofts, pieces or parcels of ground whereon the said two new brick messuages are erected, built, and now standing; Together with all ways, &c. which said two new messuages, or tenements and premises, are now in the tenure or occupation of, &c. and the reversion, &c. of the said two new messuages, &c. And all the estate, right, title, interest, term and terms of years to come and unexpired, property, claim and demand whatsoever, both at law and in equity, of them the said *J. S. J. R.* and *J. H.* any or either of them, of, in and to the said two new brick messuages or tenements, tofts, pieces or parcels of ground and premises, and every part and parcel of them, or either of them, by virtue of the said several herein before recited indentures of demise and deed-poll, any or either of them, or otherwise howsoever; To have and to hold the said two new brick messuages or tenements, and the said two several tofts, pieces or parcels of ground and premises herein before mentioned, and hereby intended to be assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, with their and every of their appurtenances, unto the said *M. R.* his heirs, executors, administrators and assigns, from henceforth, for and during all the rest, residue and remainder of the said several terms of 1000 years, 1000 years, and 1000 years, in the said several herein before recited indentures of demise or mortgage mentioned, and thereby respectively granted, now to come and unexpired, in as full, large, ample and beneficial manner and form to all intents and purposes whatsoever, as they the said *J. S. J. R.* and *J. H.* any or either of them, their, any or either of their executors, administrators or assigns, might, could, or of right ought to have held and enjoyed the same, by force and virtue of the said several herein before recited indentures of demise, or of mortgage or deed-poll to them respectively made as aforesaid, if this present indenture had not been made,

premisses; and of his request to mortgagees to surrender up and release the same to him, to dispose of as he should think fit; and that they in regard the residue of the premises being an ample security, have consented and agreed thereto. Considerations, whereby mortgagees at request of mortgagor, and for 5s. by him to them paid, surrender up, remise and release to mortgagor the said two new messuages, tofts, &c. reversion, estate, &c.

Habendum to mortgagor, for residue of said several terms of, &c. in as large manner &c. discharged of conditions of redemption as to the hereby released two new messuages, &c.

discharged

A proviso that nothing herein contained shall be construed to release any more or other part of mortgaged premises than only the said two new messuages, &c.

Covenant from Mr. S. that he has done no act to incumber.

discharged of the said several provisos or conditions in the same indentures of demise or mortgage respectively contained for redemption of the said two new built brick messuages or tenements, tofts, pieces or parcels of ground and premises, and of all right, title and equity of redemption whatsoever and howsoever in and to the same. *Provided always*, and the true intent and meaning of these presents, and of all the parties hereunto, is, and is hereby declared so to be, that these presents, or any thing herein contained, shall not be deemed, construed, or taken to release or discharge any more or other part or parts of the said piece or parcel of ground, messuages or tenements, hereditament and premises in the said several herein before recited indentures of demise or mortgage respectively comprised, and thereby respectively demised and granted to them the said J. S. J. R. and J. H. for the said several terms of 1000 years, 1000 years, and 1000 years as aforesaid, (other than and except the said two new built brick messuages or tenements, and the said two several tofts, pieces or parcels of ground and premises herein before mentioned and hereby intended to be assigned, surrendered and yielded up, remised, released, and for ever quit-claimed, or hereby meant and intended so to be;) but all and every the rest and residue of the said piece or parcels of ground, messuages or tenements, hereditaments and premises in the said herein before recited indentures of demise or mortgage comprised, and thereby respectively demised and granted unto them the said J. S. J. R. and J. H. their several executors, administrators and assigns, for the said several terms of 1000 years, 1000 years, and 1000 years as aforesaid, shall from henceforth stand, remain, continue, and be unto them the said J. S. J. R. and J. H. respectively, their several and respective executors, administrators and assigns, as security for, and charged and chargeable with the payment of the said several principal sums of 200*l.* and 300*l.* and 200*l.* and 300*l.* in the said several recited indentures of demise, or mortgage and deed-poll of indorsement mentioned, and with all such interest as now is, or hereafter shall accrue and grow due for the said several principal sums of money, unto them the said J. S. J. R. and J. H. respectively, their respective executors, administrators and assigns, *And* the said J. S. for himself, &c. doth covenant, &c. that he the said J. S. hath not, &c. made, done or committed, or wittingly or willingly suffered any act, &c. wherewith or whereby the said two new built messuages or tenements, two several tofts, pieces or parcels of ground and premises herein before mentioned, and hereby intended to be assigned and yielded up, remised, released, and for ever quit-claimed, or any part thereof, is, are, shall or may be in any wise impeached, charged or incumbered in title, charge, estate, or otherwise howsoever. (*The like respective covenants from Mr. R. and Mr. H.*) *In witness, &c.*

XXXII. Of Notes.

An Assignment of a Note in Consideration of the Value paid, with a Letter of Attorney, and usual Covenants, and a Covenant that if the Drawer should be insolvent, the Assignor shall pay the Money.

TO ALL PERSONS, &c. R. M. of, &c. sendeth greeting.
Whereas W. W. of, &c. by his note, dated, &c. now last past, Recital of the note.
 hath thereby promised to pay to the said R. M. five months after date thereof, the sum of 30*l.* as by the said note signed by the said W. W. and indorsed on the back thereof by the said R. M. may appear: *Now* Consideration.
these Presents witness, That for and in consideration of the sum of 30*l.* of, &c. to him the said R. M. well and truly paid by E. C. of, &c. at, &c. the receipt, &c. *He* the said R. M. *Hath,* and by, &c. Assignment.
Doth absolutely bargain, sell and assign unto the said E. C. the above recited note, and the said sum of 30*l.* thereby secured, and to become due and payable, and all the right, title, property, claim and demand whatsoever of him the said R. M. of, in or to the hereby assigned note, monies and premisses, and all benefit and advantage to be had or made thereof; *To have, he'd,* receive, take and enjoy the said hereby assigned note, monies and premisses, unto and to the use of the said E. C. his executors, administrators and assigns, from henceforth, for ever. *And* for the more effectual enabling him the said E. C. Letter of
 his, &c. to recover and receive the said hereby assigned sum of 30*l.* he attorney.
 the said R. M. hath, &c. constituted, &c. the said E. C. his, &c. his true and lawful attorney, &c. to commence, &c. any action, &c. against the said W. W. his, &c. for the recovering and receiving of the said hereby assigned sum of 30*l.* and upon receipt, &c. and further to do, &c. and also to keep and detain the same to his and their own use without any account to be given to him the said R. M. for the same:
And the said R. M. for himself, &c. doth covenant to and with the said Covenant has
 E. C. his, &c. by, &c. in manner, &c. that he the said R. M. hath not, nor will
 not at any time heretofore released or discharged the said hereby assigned release the
 note; nor shall nor will at any time hereafter release or discharge note,
 the same; nor shall nor will disavow, discontinue, release or discharge nor discharge
 any action or suit to be thereupon brought or commenced; nor re- any action.
 voke or countermand any power or authority hereby given to the said E. C. his, &c. without the consent of the said E. C. his, &c. first had and obtained for that purpose. *And lastly,* That in case it shall hap- In case of in-
 pen by reason of any insufficiency or insolvency of the said W. W. or sufficiency or
 otherwise, the said hereby assigned sum of 30*l.* or any part thereof, insolvency of
 shall or cannot be recovered and received by the said E. C. his, &c. the drawer of
 from the said W. W. his, &c. or his or their estate, that then and in the note, the
 such case, he the said R. M. his, &c. shall and will make good and assignor to
 pay to the said E. C. his, &c. the said sum of 30*l.* or so much thereof, make good
 as by reason of any such insufficiency, insolvency, or otherwise as the same.
 aforesaid, cannot be recovered and received from the said W. W. his, &c. or his or their estate, on account of the hereby assigned note
and

Proviso, that
after payment,
these presents
to be void.

Covenant from
the trustees to
the creditors to
pay the money
when received,
according to
the trust, &c.

and every person and persons whomsoever, that are or shall be liable to pay the same, all and singular the said hereby assigned pension, monies and premisses; and upon receipt, &c. proper and sufficient discharges either in the name of her the said B. C. or in their, any or either of their own names, to give for the same, and finally to do all, &c. and that as fully, &c. and she the said B. C. doth hereby give, &c. all her full and absolute power, &c. *Nevertheless*, upon and under the trusts aforesaid. *Provided always*, and it is hereby expressly agreed and declared, by and between all, &c. and the true intent, &c. is, that from and immediately after payment of all and every the sum and sums of money so now due and owing to every such subscribing creditor as aforesaid, and of all charges touching the receipt of the hereby assigned monies and premisses, then and from thenceforth these presents, and the assignment hereby made, and every thing herein contained, shall be void and of no effect; any thing, &c. *And* each of them the said A. M. and S. S. for themselves severally and respectively, and for their several and respective executors and administrators, doth covenant to and with the said B. C. and every of the said creditors who shall subscribe these presents, and to and with their several executors, administrators and assigns, by these presents, that they the said A. M. and S. S. their executors, administrators and assigns, or some of them, shall and will at all times, on their receipt of the said hereby assigned pension of 100*l.* or of any part thereof, pay and apply the same to themselves and every other of the said several subscribing creditors, rateably and proportionably according to the trust aforesaid touching the same. *In witness, &c.*

An Assignment of a Sea Captain's Half-Pay.

Warranty.

TO ALL, &c. I captain J. C. of, &c. gent. send greeting. *Know ye*, That I the said J. C. for and in consideration, &c. *Have, &c.* All my half-pay that shall accrue and be due unto me from ——— to T. J. as also my whole estate, &c. of, in and to the same; *To have and to hold, &c.* to his and their own proper use and behoof, and as his and their own proper goods and chattels for ever; All and singular which said bargained premisses shall be for ever by me the said J. C. my executors and administrators, warranted and defended unto the said J. T. his, &c. against the claim or demand of any person or persons, and free, &c. *In witness, &c.*

XXXVI. Of a Pew.

Recitals.

E F. intituled
to a chapel.

THIS INDENTURE, &c. *Between* A. B. of, &c. and C. D. of, &c. *Whereas* by indenture bearing date, &c. *Between* E. F. of, &c. of the one part, and the said A. B. of the other part, *Reciting* that the said E. F. was possessed of, or intituled to All that chapel, or new erection or building intended for a chapel, called, &c. situate, &c. for the remainder of a term of ——— years, which commenced from, &c. *And* that the said A. B. being desirous to purchase a pew or seat

seat in the said chapel, the said E. F. in consideration of the sum of, *£c.* Did demise, lease and let to the said A. B. All that pew or seat in the said chapel, situate, *£c.* marked, *£c.* with free liberty of ingress, egress and regress, unto and from the same at all convenient times of divine service, and at all other reasonable times whatsoever; To hold the said pew or seat to the said A. B. his executors, administrators and assigns, from, *£c.* for and during, *£c.* of ——— years from thence, *£c.* Subject to the several covenants, clauses, provisoes and agreements mentioned and contained in a certain indenture or articles of agreement, dated, *£c.* between G. H. J. K. and the said E. F. and several others, the first persons who undertook the building and finishing the said chapel, of the one part, and W. X. and several other subscribers, who have come in and joined in the building and finishing of the said chapel, of the other part; And subject to a covenant on the part of the said A. B. for performing the conditions and agreements contained in the said indenture or articles of agreement, as in and by the said recited indenture of lease, relation, *£c.* Now, &c. that the said A. B. for and in consideration of the sum of, *£c.* he the said A. B. Hath granted, bargained, sold, assigned and set over, and by, *£c.* unto the said C. D. his, *£c.* All that the aforesaid pew or seat in the said chapel, situate, *£c.* marked, *£c.* with free liberty, *£c.* and all the estate, *£c.* To have and to hold the said pew or seat, and all the estate, *£c.* unto the said C. D. his, *£c.* from henceforth, for and during all the rest, *£c.* of the said term by the said original indenture of lease granted, now to come and unexpired, together with the same indenture. (Covenants that the lease is good, and that the assignor has right to assign.) In witness, &c.

*Demised a
pew to A. B.
Subject to the
building arti-
cles.*

*Considerations
Assignment.*

Habendum

Covenants

XXXVII. Of (a) Policies of Insurance.

An Assignment of a Policy of Insurance on Lives:

WHEREAS the corporation of the Amicable Society for a perpetual insurance office, by one instrument or policy under their common seal, bearing date, *£c.* old, No. 1164, new, No. 4564, did oblige themselves and successors to pay to A. B. of, *£c.* or his assigns, nominee of C. D. of, *£c.* a member of the said society, such a proportion or share of the joint-stock or fund of the said society, as should become due to the said A. B. or his assigns; at such time or times, as by their charter is limited and appointed: And whereas the said A. B. is since dead, having first made his will and testament, and appointed E. F. and G. H. executors thereof, who have duly proved the said will and testament in the prerogative court of Canterbury: And whereas the name of A. B. was made use of in the above recited policy, in trust for E. F. and G. H. of, *£c.* Now know all Men, by, *£c.* that we the said E. F. and G. H. as executors of the said A. B. for and in consideration of the sum of *£c.* of, *£c.* in hand, *£c.* the receipt, *£c.* Have assigned, *£c.* and

*Recital of the
policy to pay
to A. B.*

A. B. dead

*E. F. and G. H.
executors.*

*A. B.'s name
in trust for
E. F.*

Q q 2

(a) See Assignments of Leases, &c. before.

by, &c. *Do, &c.* unto the said *E. S.* his executors, administrators and assigns, *All* our right, &c. *In* and to the above recited instrument or policy, numbered as above; and in and to the joint-stock and fund of the said society, risen or to arise, on or by virtue of the above recited instrument or policy; *To have and to hold* the same, with all benefit and advantage thereof, risen or to arise unto her the said *E. S.* her executors, administrators and assigns for ever. *In witness, &c.*

Another by Indorsement.

K NOW ALL MEN by these presents, that I the within named *A. B.* for and in consideration of the sum of 7*l.* 1*5s.* of lawful money of *G. B.* to me in hand paid by *C. D.* of the receipt whereof I do hereby acknowledge, and thereof and therefrom do hereby acquit, release and discharge the said *C. D.* his executors, administrators and assigns, *Have* sold, assigned, transferred and set over, and by these presents *Do* absolutely sell, assign, transfer and set over, *All* my right, property, interest, claim and demand whatsoever, in and to the within mentioned policy, and in and to the joint-stock and fund of the said society risen or to arise by virtue thereof unto him the said *C. D.* his executors, administrators and assigns for ever. *In witness* whereof I have hereunto set my hand and seal the day of 1756.

Assignment of Policies of Insurance, on Houses, &c.

Recital of policies.

Consideration.

Assignment.

W HEREAS I the under written *E. C.* of — by one instrument or policy of insurance (No. —) in the — office for insuring houses, &c. from losses by fire, bearing date, &c. have insured one brick house, &c. and by one other instrument, &c. (No. —) have insured, &c. for the term of — years from the respective dates of the said policies: *Now know all Men* by these presents, that I the said *E. C.* in consideration of the sum of *gs.* of lawful &c. to me in hand paid by *W. G.* of — the receipt, &c. *Have* assigned, transferred and set over, and by, &c. *Do, &c.* unto the said *W. G.* the said two several instruments or policies of insurance, and all monies, benefit, profit and advantage which shall or may arise or accrue therefrom or thereby; and all my right, title and interest therein and thereunto; *To have and to hold* the said two several instruments or policies of insurance, and all, &c. unto the said *W. G.* his executors, administrators and assigns, *To the only use and behoof* of the said *W. G.* his executors, administrators and assigns. *In witness, &c.*

An Assignment by an Executrix of a Policy of Insurance by Indorsement thereon, made on assigning a Lease.

K NOW, &c, that I S. H. &c. relict and executrix of the last will and testament of the within named T. H. in consideration of 5*l.* to me in hand paid by H. B. &c. the receipt, &c. and for other, &c. Do hereby assign and transfer unto the said H. B. &c. (to whom I have assigned my lease, term and interest in the premisses within mentioned) his executors and assigns, The within written instrument or policy of insurance, and all sum and sums of money, and other benefit and advantage which shall or may become and grow due and payable, or be had or taken thereby or thereupon, and all my right, &c. To have, &c. to his and their own use and uses. (*Add a letter of attorney. In witness, &c.*

An Assignment of 10 Policies of Insurance on Houses, &c. particularly describing each Policy.

K NOW ALL MEN by these presents, That I P. G. of, &c. for Consideration. and in consideration of 5*s.* of, &c. by J. M. of, &c. to me in hand paid at, &c. the receipt, &c. and for divers, &c. Have assigned, transferred and set over, and by these presents Do assign, &c. unto the said J. M. his executors, administrators and assigns, Assignment. Particulars or description of the policies. All those ten several policies or instruments of insurance made and taken out of the public fire-office of the *Amicable Contributionship*, or society commonly called *The Hand-in-Hand Office*, numbered respectively 12, 5893, 10345, &c. and all bearing date the 11th day of April last, by one of which said policies numbered 12, the sum of 400*l.* is insured to the said P. G. for the term of seven years from the date of the same policy upon the premisses in the same policy mentioned and described, and by one other of the said policies numbered 5893, the sum of 200*l.* is insured unto the said P. G. for the same term from the same time upon the premisses in the same last policy mentioned and described, and by one other of the said policies numbered 10345, the sum of 300*l.* is insured unto the said P. G. for the same term for the same time, upon the premisses in the same last policy mentioned and described, and by one other &c. (*in like manner as to the rest*) as by the said several and respective policies or instruments of assurance, relation, &c. To have, hold, enjoy, receive and Habendum. take for all the remainder of the said several and respective terms of seven years from the day of the date thereof, unto the said J. M. his executors, administrators and assigns, the said several policies or instruments of assurance, and all and every sum and sums of money, dividends, interest, benefit and advantage whatsoever, now due or hereafter to arise or be had or made by virtue thereof respectively, during the remainder of the said several terms in any manner howsoever. In witness whereof, I the said P. G. have, &c.

An Assignment of several Policies by an Executor, pursuant to an Agreement made on purchasing the Premises, and wherein the Purchase Deed is recited.

Recitals, viz.
As to four
policies.

As to the pur-
chase deeds.

As to previous
agreement to
assign the poli-
cies.

Consideration.
Assignment.

TO ALL PERSONS, &c. G. K. of, &c. (sole executor of the last will and testament of J. L. late of, &c. deceased) sendeth greeting. *Whereas* by four several instruments or policies of insurance taken out of the *Westminster* fire-office, all of them bearing date the, &c. and numbered 2171, 2172, 2173, and 2174, the said J. L. deceased; *Did* insure upon seven brick houses, situate, &c. abutting and bounding as in the said several policies mentioned, the several sums of 75*l.* 125*l.* 125*l.* and 125*l.* (amounting in the whole to the sum of 450*l.*) as by the said policies appears: *And whereas*, by indentures of lease and release, the lease bearing date the day next before, and the release being *quadripartite*, and bearing even date with, and executed immediately before these presents, and made between the said G. K. of the first part, A. L. widow and executrix of the said J. L. of the second part, W. C. and E. his wife, W. M. and F. his wife, T. U. and A. his wife, and W. R. and C. his wife, (by such other additions and descriptions as are ther. in mentioned) of the third part, and W. S. of, &c. of the fourth part, *In Consideration* of the sum of 420*l.* paid to them the said A. L. W. C. and E. his wife, W. M. and F. his wife, T. U. and A. his wife, and W. R. and C. his wife, some or one of them, by the said W. S. in full for the absolute purchase of the said messuages or tenements and premises, and of 10*s.* paid to the said G. K. by the said W. S. and by virtue of a fine *sur conusance* therein agreed to be levied, *The* said messuages or tenements, hereditaments and premises, are by them the said G. K. A. L. W. C. and E. his wife, W. M. and F. his wife, T. U. and A. his wife, and W. R. and A. his wife, absolutely granted, released and conveyed unto the said W. S. his heirs and assigns for ever, *As* by the said indentures of lease and release may appear: *And whereas*, previous to such conveyance, *It was agreed* that the before mentioned policies should be assigned to the said W. S. in such manner as herein after mentioned: *Now know ye*, that in pursuance of the said agreement, and in consideration of the sum of 5*s.* to the said G. K. paid to him by the said W. S. the receipt, &c. is by him hereby acknowledged, *He* the said G. K. at the request and by the direction of the said A. L. W. C. and E. his wife, W. M. and F. his wife, T. U. and A. his wife, and W. R. and A. his wife, (testified by their executing hereof) *Have*, and by these presents, he the said G. K. *Doth* bargain, sell, assign and set over unto the said W. S. his executors, administrators and assigns, *As well* the said four recited instruments or policies of insurance, *As also* the said several sums of 75*l.* 125*l.* 125*l.* and 125*l.* thereby respectively insured on the said several houses and premises as aforesaid; *As likewise* all benefit and advantage whatsoever to be had or made of the said hereby assigned policies and every of them, and all the right, interest, property, claim and demand whatsoever, both at law and in equity, of him the said G. K. of, in, to and out of the said hereby assigned premises, and every part and parcel thereof. *In witness* whereof the said G. K. A. L. W. C. and E. his wife, W. M. and F. his wife, T. U. and A. his wife, and W. R. and A. his wife, have hereunto set their hands and seals, &c.

An Assignment of five Policies, with a Proviso for Re-assigning them on Payment of Mortgage-Money pursuant to a Proviso in a Mortgage of the Premises of even Date.

WHEREAS the trustees of *The Amicable Contributionship or Hand- in-Hand Fire-Office*, for insuring houses, &c. from loss by fire, Recital of policies.
Did by five certain instrument or policies of insurance, under their hands and seals, four of them bearing date the, &c. and the other of them bearing date the, &c. and four of them numbered as follows, *viz.* &c. and the other of them numbered, &c. insure in the name of *R. B.* citizen and goldsmith of *London*, the several sums of 75*l.* 75*l.* 50*l.* 100*l.* and 125*l.* (amounting in the whole to the sum of 425*l.*) upon, &c. for the term of seven years, from the date of the said respective policies, in such manner as in the same instruments or policies are mentioned and expressed: *Now these Presents witness,* That for and in consideration Consideration.
of the sum of 5*s.* of, &c. to him the said *R. B.* in hand paid by *T. M.* merchant, and *R. A.* at, &c. the receipt, &c. *He* the said *R. B.* (at the request, and by and with the consent, direction and appointment of *E. H.* Assignment.
H. of, &c. and *J.* his wife) *Have*, and by these presents *Do*, and each of them *Doth* bargain, &c. unto the said *T. M.* and *R. A.* their executors, administrators and assigns, *The* said five several instruments or policies of insurance, so made to or taken out in the name of the said *R. B.* as aforesaid, with all and every the sum and sums of money thereby assured, or which shall be due, payable or recoverable upon all, every, or any of the said policies, and all interest, dividends, profit, benefit and advantage whatsoever, to arise or to be had or made by virtue of the said instrument or policies of insurance, any or every or either of them: *Provided always,* and these presents are upon this Proviso to re-
condition, that if they the said *E. H.* and *J.* his wife, or either of them, assign the po-
their or either of their executors, administrators and assigns, do and licies, if the
shall well and truly pay, or cause to be paid unto the said *T. M.* money men-
his executors, administrators or assigns, the sum of 252*l.* and to the said tioned in a
R. A. the sum of 210*l.* upon the several days, and in such manner, as mortgage of
the same several sums are appointed to be paid, according to a proviso even date, be
or condition contained in an indenture *tripartite* of assignment, bearing paid according
even date with and executed immediately before these presents, and therein.
made between the said *R. B.* of the first part, the said *E. H.* and *J.* his wife, (by such other description as therein is mentioned) of the second part, and the said *T. M.* and *R. A.* (by such other additions as therein also mentioned) of the third part, that then the said *T. M.* and *R. A.* their executors, administrators or assigns, shall and will, at the request and charge of the said *E. H.* and *J.* his wife, their executors or assigns, re-assign the said five instruments or policies of insurance, and all their right and interest therein and thereunto, unto the said *E. H.* and *J.* his wife, their executors, administrators and assigns. *In witness* whereof they the said *R. B.* *E. H.* and *J.* his wife, have hereunto set their hands and seals, &c.

Another of several Policies differently described, with a Proviso to be void on paying the Principal and Interest, Pursuant to a Mortgage of a different Date.

Consideration.
Assignment.
Policies de-
scribed.

K NOW, &c. that I J. M. of, &c. for and in consideration, &c. by H. L. of, &c. have assigned, &c. and by &c. unto the said H. L. his, &c. All that policy or instrument of insurance, made and taken out of the public fire-office of the Amicable Contributionship or Society commonly called *The Hand-in-Hand Office*, No. 64154. and bearing date, &c. whereby the sum of 200*l.* is insured unto me the said J. M. for the term of seven years, from the date of the said policy upon a brick house, situate, &c. and in the possession of, &c. And also all that other policy or instrument of insurance, made and taken out of the aforesaid public fire-office, numbered, &c. whereby, &c. in the parish aforesaid, being the third house, Southward in the ————
And also all that other policy, &c. made and taken out of the same public fire-office, numbered, &c. (*ut supra*) as by the said several and respective policies or instruments of insurance, are described, expressed and declared, and all my right, title and interest, of, in and to the same policies; To have, hold, enjoy, receive and take for all the remainder of the said several and respective terms of seven years, from the date hereof, unto the said H. L. his executors, administrators and assigns, the said several policies or instruments of insurance, and all and every sum and sums of money, dividends, interests, benefit and advantage whatsoever, now due or hereafter to arise or be had or made by virtue thereof respectively, during the remainder of the said several terms, in any manner whatsoever: *Provided always*, that these presents are upon this condition nevertheless, that if I the said J. M. my executors, administrators or assigns, shall, &c. pay, &c. unto the said H. L. his, &c. the full sum of, &c. with lawful interest for the same, on the days and in manner as is mentioned and expressed in the proviso or condition of a certain indenture of mortgage, bearing date, &c. made between the said J. M. of the one part, and the said H. L. of the other part; then these presents to be void. *In witness* whereof, I the said J. M. have, &c.

An Assignment of several Policies mentioned in the Schedule by a former Mortgagee, by her Consent, to a second Mortgagee, upon Trust to discharge the Mortgages, &c. with A Covenant from the new Assignor to renew the Policies, &c.

THIS INDENTURE, made, &c. Between M. A. of, &c. of the one part, and the honourable C. C. of, &c. esq. of the other part. Whereas, by indenture tripartite, bearing even date with, and executed immediately before these presents, and made or mentioned to be made between E. P. (wife of H. P. of, &c. gent.) and S. B. of, &c. clerk, (a trustee nominated and appointed, as well by the said E. P. as also by the said H. P. her husband, for the lending or disposing of the proper and separate monies of her the said E. P.) of the first part, the the said M. A. of the second part, and the said C. C. of the third part; Whereby (after reciting several indentures of lease, and several indentures of assignment made to J. M. gent. therein named, his, &c. of several pieces of ground therein particularly mentioned and described, and of several messuages or tenements thereon erected and built, situate, &c. for the several terms of years therein mentioned, and at and under the respective yearly rents therein also mentioned; And further Reciting, that the said pieces of ground, messuages or tenements and premises, had been by the said J. M. assigned to, and the same stood as a security for payment to the said M. A. of the sum of 3653*l.* in manner as therein recited and mentioned; And further reciting (amongst other things) that the said J. M. had borrowed the further sum of 2000*l.* of the said E. P. and that for securing repayment thereof, with interest, unto the said E. P. she the said M. A. had been prevailed on to waive her interest in the therein before mentioned security of the said premises, as to her priority in payment of what monies remained due to her thereon, and to join with the said J. M. in making a good security, to or in Trust for the said E. P. and that by indenture tripartite of assignment, bearing date on or about the 20th day of, &c. and made between the said J. M. of the first part, the said M. A. of the second part, and the said E. P. and S. B. of the third part; in Consideration of the said sum of 2000*l.* therein mentioned to be paid to the said J. M. by the said S. B. (being the proper and separate monies of her the said E. P.) and also of the sum of 5*s.* a-piece to them the said J. M. and M. A. paid by the said S. B. He the said J. M. (by and with the consent of the said M. A. and at the nomination of the said E. P.) had granted, sold and assigned, and that she the said M. A. at his request, Had bargained, sold and assigned unto the said S. B. The said, &c. therein before mentioned, with their appurtenances; To hold the same unto the said S. B. his, &c. from, &c. for, &c. Subject nevertheless to a proviso in the said indenture tripartite contained for redemption of the said premises on payment to the said S. B. for the proper and separate use and benefit of the said E. P. of the sum of 2100*l.* on the several days, and in manner as therein mentioned; It is by the said indenture tripartite, bearing even date herewith, witnessed, that for and in consideration of the sum of 2000*l.* paid by the said C. C. to the said S. B. by the direction of the said E. P. testified as therein mentioned, and being for her proper and separate use, and in full satisfaction and discharge of all monies whatsoever then due to the

Recital of a mortgage, (reciting leases and several assignments to J. M. and from him assigned to M. A. as a security for 3653*l.* and that J. M. had borrowed 2000*l.* of E. P. for security of which, M. A. had been prevailed on to join with J. M. in making E. P. a security; The security, and the proviso of redemption)

In consideration of 2000*l.*

S. B. (by the consent of E. P. and M. A.) and the said M. A. assigned premises to C. C. Proviso of redemption.

As to previous agreement to assign the policies in a schedule annexed.

Consideration.

Assignment.

Upon trusts. First, for better securing the 2000*l.* and interest to C. C. and after payment thereof,

the said E. P. or S. B. or either of them, by virtue of the said security so made to the said S. B. *In trust* for the said E. P. as aforesaid; and also in consideration of the sum of 5*s.* to the said M. A. also paid by the said C. C. *He* the said S. B. (by and with the consent and direction of the said E. P. and M. A. testified as aforesaid,) and also she the said M. A. and each of them, *Did* bargain, &c. unto the said C. C. *The* several, &c. which by the said J. M. were assigned to the said M. A. or which by the said indenture of the 20th of, &c. were by them the said J. M. and M. A. bargained, &c. to the said S. B. *In trust* for the said E. P. as aforesaid, with their and every of their appurtenances, *To hold*, &c. unto, &c. from, &c. during, &c. *Subject nevertheless* to a proviso in the said indenture of assignment, bearing even date herewith, contained, for redemption of the thereby assigned premises, on payment by the said M. A. her, &c. unto the said C. C. his, &c. of the sum of 2100*l.* on the several days, and in such manner as therein is mentioned; as in and by the said in part recited indenture *tripartite*, bearing even date herewith, and the several indentures of lease and assignment therein recited, relation, &c. *And whereas*, previous to the making and executing the said recited assignment to the said C. C. to the intent for better securing payment to him of the said principal sum of 2000*l.* and interest, she the said M. A. agreed to assign unto him the said C. C. the several policies of insurance by her taken out of the *Westminster* fire-office for the several sums of money, and which are respectively numbered and dated, as in the schedule hereunder written are particularly mentioned and expressed, in such manner as herein after is mentioned: *Now this Indenture witnesseth*, That in pursuance of the said recited agreement, and for the intent aforesaid, and also for and in consideration of the sum of 5*s.* of, &c. to the said M. A. in hand paid by the said C. C. at, &c. the receipt, &c. *She* the said M. A. *Hath*, and by these presents *Doth* freely, clearly and absolutely bargain, sell, assign, transfer and set over unto the said C. C. *All*, and every the said several instruments and policies of insurance in the said schedule hereunder written mentioned, and which are now insured on the said several messuages or tenements and premises in the said *Westminster* fire-office for the several terms of years, and for the respective sums of money, and numbered and dated as therein particularly mentioned and expressed; and all and every sum and sums of money due and to be due on the said policies, every or any of them, or thereupon recovered or gotten, and all other the benefit and advantage whatsoever to be thereof made; and all the right, title, interest, property, claim and demand whatsoever, either at law or in equity, of her the said M. A. of, in or to the same; *To have and to hold*, receive, perceive, take and enjoy the said several policies, sum and sums of money, and all and singular other the hereby assigned premises, unto and to the use of the said C. C. his executors, administrators and assigns, from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents, constructions and purposes whatsoever, as she the said M. A. could, might or ought to have had, held, received or enjoyed the same, in case these presents had not been made: *Nevertheless upon the several trusts*, and subject to the proviso herein after mentioned, expressed and declared of and concerning the same; that is to say, *In trust* in the first place, for the further and better securing payment of the said principal sum of 2000*l.* and of all interest monies to become due for the same, unto and for the use and

and benefit of the said C. C. his executors, administrators and assigns, according to the true intent and meaning of the above recited security so made to him as aforesaid ; *And* from and after full payment thereof, and subject thereunto, then *In trust* for the better securing payment of the said sum of 3653^l out of all monies now due and to grow due for the same, unto the said M. A. her, &c by virtue of the above mentioned security so made to her as aforesaid ; *And* from and after payment of the same, and also subject thereunto, then *In trust* for the said J. M. his executors, administrators and assigns : *Subject nevertheless* to the before mentioned proviso contained in the said recited indenture, bearing even date herewith, for redemption of the said messuage or tenement and premises, on payment of the said principal sum of 2000^l. and interest, unto the said C. C. his executors, administrators and assigns ; *And* the said M. A. for herself, her executors and administrators, doth hereby covenant and agree, to and with the said C. C. his executors, administrators and assigns, in manner, &c. that she the said M. A. her, &c. shall and will, at her and their costs and charges, during the continuance of the security hereby made, before or immediately upon the expiration of all, any or either of the hereby assigned policies of insurance in the said schedule hereunder written mentioned, renew the said policies, and every of them, or procure other policies of insurance for the same sum of money, either in the said *Westminster* office, or in some other good and public office for insuring as to fire, for some further term or terms of years, and so, from time to time, renew or procure such policies, in such manner as the said messuages or tenements and premises may be always kept and insured from loss by fire, during the continuance of the said herein before several recited securities ; *And also* that all and every such policies so taken out, shall from time to time be assigned unto the said C. C. his executors, administrators and assigns, with full power to sue for, recover, have, take and receive the several sums of money thereby insured, and all benefit and advantage thereof : *Nevertheless upon the several trusts*, and subject in manner as aforesaid, (according to the true intent and meaning of these presents) *And* shall cause all such renewed policies to be entered in such insurance office or offices, within 21 days next after the same shall be obtained and taken out, according to the custom and constitution of such office or offices ; *And* for the considerations aforesaid, she the said M. A. hath, and by these presents doth constitute and appoint the said C. C. his executors and assigns, her true and lawful attorney irrevocable, either in her or their own names, or in the name of her the said M. A. her executors and administrators, to ask, levy, sue for, recover and receive all and singular the said several sums of money in the said several hereby assigned policies of insurance mentioned, and all other benefit and advantage whatsoever to arise or be had or made of every, either or any of them : *Nevertheless upon the several trusts*, and subject in manner as aforesaid. *In witness, &c.*

Secondly, for better securing the 3653^l. to M. A. and after payment thereof, Thirdly, for J. M. Subject to the proviso in the mortgage of even date. Covenant that M. A. shall renew the policies on expiring.

which shall from time to time be assigned to C. C. upon the trusts aforesaid ; and that the renewed policies shall be duly entered in the office ; Letter of attorney to recover insurance money upon the said trusts.

An Assignment of a Policy of Insurance of a Ship, in pursuance of an Award.

Recital of
the policy

The ship lost.
The assignor in
pursuance of an
award.

TO ALL, &c. *I. B. Esq.* executor of the last will and testament of *J. B.* late of, *Esq.* sends greeting. *Whereas* the said *J. B.* by certain writing or policy of insurance bearing date, *Esq.* hath made insurance upon the ship *G. J. B* master, for her voyage from *A.* to *L.* as thereby, relation, *Esq.* which said policy of insurance was so made, in the name of the said *J. B.* but for the proper account of *J. J. Esq.* *And whereas* the said ship was lost in the said voyage: *Now these Presents witness*, That the said *J. B.* in pursuance of a certain writing of award indented, bearing date, *Esq.* made and given by, *Esq.* under the hands and seals of *T. J.* and *S. H.* and in consideration of 12*d.* of, *Esq.* to him in hand, *Esq.* by the said *T. J.* truly paid, the receipt, *Esq.* He the said *J. B.* executor as aforesaid, *Hath assigned*, transferred and set over, and by, *Esq. Doth, Esq.* unto the said *T. J.* the said recited writing or policy of insurance, and all sum and sums of money therein and thereby assured, and which is or are now remaining due and payable thereupon, and all his right, title, interest, claim and demand, of, in and to the same; *To have*, hold and receive the same, unto the said *T. J.* his, *Esq.* to his and their own proper use and uses; *And for the better recovery, Esq. (Letter of attorney.) In witness, &c.*

By an Executrix of an Executrix of P. M. and Administratrix of Goods unadministered of P. M. deceased, in Trust for the Benefit of the Parties intitled to Shares.

Recital, &c.
Of proposal
for paying a
debt due from
the crown.

R. M. deputed
to carry on the
scheme.

THIS INDENTURE, made, *Esq. Between M. R.* of, *Esq. widow*, (executrix of the last will and testament of *S. D.* widow, deceased, who was the executrix of the last will and testament of *J. H.* spinster, deceased, who was the executrix of the last will and testament of *P. M.* widow, deceased, also the administratrix of the goods and chattels of *R. M.* late of *London*, gent deceased, unadministered as well by the said *P.* as the said *J. H.* and *S. D.* which said *S.* and *J.* had also respectively taken out proper letters of administration to the said *R. M.*) and *J. R.* of, *Esq. gent.* of the one part, and *W. W.* of, *Esq.* and *W. C.* of, *Esq.* of the other part. *Whereas* the said *R. M.* was the inventor and proposer of a way and method of satisfying a certain debt of 120000*l.* due and owing from his late majesty king *Charles* the Second, commonly called and known by the name of the *Bankers Debt*: *And whereas* several persons, concerned and interested in the said debt, did subscribe and execute a certain *Deed Poll*, bearing date on or about the 15th day of *July*, 1698, in and by which said deed poll, the several subscribers thereunto did authorize and depute the said *R. M.* to peruse and prosecute the said method proposed, and to enter into such treaties, and make such agreement with his then majesty king *William* the Third, or with such person or persons as he should appoint, for the satisfaction and payment of such debt, and of what was due respectively to the said several subscribers, either in the whole or in part, as fully and effectually as they themselves might

might or could do; And the said subscribers, in consideration of the great pains and expence the said R. M. had been at, and would be put to in carrying on the said affair, did thereby (*inter alia*) covenant to pay the said R. M. his executors, administrators or assigns, 10*l.* or after the rate of 10*l.* *per cent.* and after that rate for any less sum than 100*l.* for what they the said subscribers, their executors, administrators and assigns, shall receive of their respective shares of the said debt of 120000*l.* in money, tallies, bills, orders, or otherwise howsoever: *And whereas* the said R. M. did afterwards obtain several acts of parliament, in pursuance of, and for the accomplishment of the said method proposed: *And whereas* divers of the subscribers to the said deed poll, and their representatives, have paid or caused to be paid several sums of money, in part or on account of the proportions from them due and payable of the said premium of 10*l.* or after the rate of 10*l.* *per cent.* according to the intent and meaning of the said deed poll, amounting in the whole to the sum of 1446*l.* 2*s.* 2*d.* or thereabouts, and there are still remaining due and owing and unpaid, by and from several of the subscribers to the said deed poll, or their representatives, considerable sums of money which they are obliged to pay by the several covenants and agreements therein expressed and mentioned: *And whereas* by indenture, *sextipartite*, bearing date, &c. and made between the said J. H. of, &c. spinster, (executrix of the last will and testament of P. M. the late widow and administratrix of R. M. of London, gent. deceased, and also administratrix of the goods and chattels of the said R. M. unadministered by the said P. M.) of the first part, W. H. of, &c. (executor of J. H. of, &c. deceased,) and C. L. of, &c. of the second part, the said J. R. (by the name of J. R. of, &c.) J. B. of, &c. and A. A. of, &c. of the third part, W. M. of, &c. and G. his wife, formerly G. W. and R. W. of, &c. spinster, (which said G. and R. were administrators of the goods and chattels, rights and credits of J. W. late of, &c. deceased) of the fourth part, T. C. of, &c. ironmonger, of the fifth part, and A. C. of, &c. J. N. of, &c. and D. S. of, &c. gent of the sixth part; reciting (*inter alia*) divers transactions of and concerning the said premiums and other the premisses; reciting also many deeds and writings relating thereunto, in and by which deeds and writings it appears, that the title and interest of the said R. M. to the said premiums, had in some part been sold and disposed of, or otherwise engaged, made subject to, or incumbered with divers sums of money from time to time, to be paid to divers persons therein described and mentioned; and that the whole interest, right and title of the said premiums, and to every part thereof, was then come to and vested in the said J. H. W. H. J. R. J. B. A. A. W. M. and G. his wife, R. W. and T. C. in the manner and proportions which herein after are particularly set forth; *And whereas* to prevent any suits and controversies that probably might arise, and to end all differences that had been or were then depending between them, and to the intent that the part or share of each of the said parties to the said indenture *sextipartite*, who was from thence to share and have any interest in the said deed poll and premiums, sum or sums of money due and payable, or which should become due and payable thereby, or for or on account of any matter, clause or thing therein contained, should be ascertained; known and fixt; *It was agreed* by and between all the said parties to the said indenture *sextipartite*, that all and every the sum and sums of money due, for or

Creditors
agreement to
pay him a
premium of
10*l.* *per cent.*

Acts obtained.

Several of the
creditors have
paid several
sums as pre-
miums, but
several con-
siderable sums
are behind:

Of a deed.

whereby it
appeared that
R. M.'s title
to the pre-
miums was
incumbered,
and that the
title was vest-
ed in J. H.
W. H. J. R.
J. B. A. A.
W. M. and
G. his wife,
R. W. and
T. C. in
proportions.

Agreement as

to dividing

on

and paying
the money.

Purchase of
the shares by
W. W. and
W. C.

Whose shares
and interest
were bought
in the name
of *M. R.* for
W. W.

Agreement as
to a division
of the pre-
miums.

Consideration.

on account of the premiums aforesaid, from time to time as they should be got in, should (after certain sums therein mentioned being first paid and satisfied) be divided and paid to and amongst the said *J. H. J. R. W. H. C. L.* and *T. C.* in the proportions following, *viz.* 7*s.* 6*d.* of every 20*s.* to the said *J. R.* for and in lieu of his interest of the said premiums, 5*s.* and 3*d.* $\frac{1}{2}$ of every 20*s.* to the said *J. H.* for and in lieu of her interest in the premiums aforesaid, 3*s.* 5*d.* $\frac{1}{2}$ of every 20*s.* to the said *W. H.* for and in lieu of his interest in the said premiums, 2*s.* 2*d.* $\frac{1}{2}$ of every 20*s.* to the said *C. L.* and the remaining 1*s.* 6*d.* of every 20*s.* to the said *T. C.* for his interest in the said premiums, and so in proportion to each of them the said *J. R. J. H. W. H. C. L.* and *T. C.* a like division should be made of every sum less than 20*s.* which should be received out of or on account of the premiums aforesaid: *And whereas* since the date and time of executing of the said indenture *sextipartite*, the said *W. W.* and *W. C.* have at their joint expence, and with their own proper money, bought in and purchased as well the several shares of the said *W. H. C. L.* and *T. C.*, as also all and every other sum or sums of money due to them the said *W. H. C. L.* and *T. C.* from any other of the said proprietors or partners in the said premiums, and by the said indenture *sextipartite*, or by any other writing charged upon their respective shares of the same: *And whereas* the said shares and interest of the said *W. H. C. L.* and *T. C.* were bought in the name of the said *M. R.* but in trust only and for the benefit of the said *W. W.* and *W. C.* their executors, administrators and assigns: *And whereas* for the preventing all disputes, controversies or disagreements that may at any time hereafter arise and happen between the said parties hereunto concerning their shares, interest and proportions of the said premiums, and the division of the money to be had, got in and received, for or upon account thereof; and that the same may for the future be fully and clearly established and known, and a just and perfect method fixed and settled for all further proceedings, that relate or any way concern the same; *The* said parties to these presents *Do* hereby mutually covenant, declare and agree, to and with each other touching the premisses, in manner following; (that is to say) That the said premiums, and all and every the sum and sums of money due and unpaid, for or on account thereof, that shall be got in, shall after payment of the sum of 2*l.* to the said *J. R.* be paid to and divided amongst them the said *M. R. J. R. W. W.* and *W. C.* in the proportions following; (that is to say) 5*s.* and 3*d.* $\frac{1}{2}$ of every 20*s.* to the said *M. R.* for and in lieu of her share and interest in the said premiums, 7*s.* 6*d.* of every 20*s.* to the said *J. R.* for and in lieu of his share and interest in the said premiums, and the remaining 7*s.* 2*d.* $\frac{1}{2}$ the shares and proportions of the said *W. H. C. L.* and *T. C.* lately bought in and purchased as aforesaid, out of every 20*s.* to the said *W. W.* and *W. C.* for and in lieu of their share and interest in the premiums aforesaid, and so in proportion to each of them the said *M. R. J. R.* and *W. W.* and *W. C.* a like division shall be made of every sum less than 20*s.* that shall be received out of or on account of the said premiums: *Now* for the settling a just and proper method in all future proceedings concerning the getting in such sum and sums of money as remain due and unpaid of the said premiums covenanted to be paid by the subscribers to the said deed poll, and for the better carrying on and prosecuting such suit or suits, and the doing such other acts, matters and things, as may be advised and thought proper for obtaining and re-

covery, and after such recovery, for the division or disposal of the same; *This Indenture witnesseth*, that as well for the consideration of 10s. a-piece, of, &c. to them the said M. R. and J. R. in hand paid by the said W. W. and W. C. at, &c. the respective receipts whereof are hereby acknowledged, and for divers, &c. they the said M. R. and J. R. *Have*, and each of them *Hath* granted, bargained, sold, assign- **Assignments** ed, transferred and set over, and by these presents *Do*, and each of them *Doth* grant, &c. unto the said W. W. and W. C. their executors, administrators and assigns, *The* said recited deed poll, and all and every the premiums, sum and sums of money whatsoever due and payable, or which shall become due and payable thereby, or by virtue thereof, or for or on account of any matter, clause or thing therein contained, and also all the estate, &c. of them the said M. R. and J. R. respectively, of, in, to or out of the hereby assigned, or intended to be assigned premises, every or any part thereof; *To have, hold, re- Habendum* ceive, take and enjoy the aforesaid premiums, sum and sums of money, and all and singular other the premises before hereby granted, &c. with their and every of their appurtenances, unto the said W. W. and W. C. their, &c. *Upon Trust nevertheless* to and for the several uses, intents **Upon trust** and purposes herein after mentioned, (that is to say) *Upon Trust* that **to recover the** they the said W. W. and W. C. and the survivor of them, his, &c. shall **same,** and do with all convenient speed recover, receive, and get in the said **pay charges,** premiums, sum and sums of money hereby assigned, and every part and parcel thereof, and out of the monies which shall be received thereby, in the first place pay and satisfy all such costs, charges and expences, as they or either of them, shall sustain or be put unto in execution of the trust thereby in them reposed; *And* from and after payment of all such **afterwards to** costs and expences, *Then upon further Trust* and confidence that they **distribute the** the said W. W. and W. C. and the survivor of them, his executors and **money.** administrators, do and shall pay and distribute the remainder of the monies arising by and out of the premiums and premises aforesaid, as the same from time to time be received and got in after payment of the costs and charges to themselves as aforesaid, and the said sum of 21*l.* to the said J. R. to and amongst them the said M. R. J. R., W. W. and W. C. in the proportions herein before agreed and herein after mentioned, *viz.* &c. and so in proportion for every lesser sum than 20s. and to and for no other use, intent or purpose whatsoever; *And* for the further **Letter of** and better enabling them the said W. W. and W. C. to recover and get **attorney.** in the said premiums and premises hereby assigned, or intended so to be, and every part thereof, they the said M. R. and J. R. *Have*, and each of them *hath* made, &c. and by, &c. the said W. W. and W. C. and the survivor of them, their and each of their true and lawful and irrevocable attorney and attornies for them, and each of them, and in their and each of their names, or in the names of them the said W. W. and W. C. and the survivor of them, to ask, &c. of and from all and every person and persons who of right ought to pay the same, all and every or any the premiums, sum or sums of money and premises hereby assigned, or intended so to be, and upon receipt thereof, or of any part thereof, acquittances or other discharges for them the said M. C. and J. R. or in the name or names of them the said W. W. and W. R. alone, or in their names and in the name of the said M. R. and J. R. to make and give for the same; and upon default of the payment thereof, or of any part thereof, to commence any action, &c. *And*
this

Covenants
that the assignees may reimburse themselves of the money due on their purchased shares.

M. R. W. W.
and W. C.
covenant to
pay J. R.

W. W. and
W. C. cove-
nant to pay
M. R.

The trustees
not to be an-
swerable for
more than
they receive,
nor for each
other.

When they are
to account.

this Indenture further witnesseth, That in consideration of the premises and in further execution of the intention and agreement of the said M. R. W. W. and W. C. She the said M. R. hereby for herself, her, &c. doth covenant and agree to and with the said W. W. and W. C. their, &c. that they, some or one of them, shall and may receive, take, retain or with-hold the sum of 2s. 3d. $\frac{1}{2}$ out of every 5s. 3d. $\frac{1}{2}$ which shall become due and payable to her the said M. R. by virtue of these presents, until they the said W. W. and W. C. shall be reimbursed, paid and satisfied by receipt of such sums of 2s. 3d. $\frac{1}{2}$ out of every 20s. the sum of 316l. 15s. 2d. to their own use and benefit, in satisfaction of the like sum of 316l. 15s. 2d. charged upon the share and proportion of the said J. H. and made payable in the said indenture *sextipartite* to the said W. H. and C. L. whose estate and interest in the premiums and premises the said W. W. and W. C. have purchased in, and are there- unto intitled as afore said: *And this Indenture further witnesseth*, that the said M. R. and W. R. and W. W. in farther execution of the said recited agreement, do hereby for themselves, their, &c. covenant and agree to and with the said J. R. his, &c. and the said M. R. doth hereby also direct and appoint, that they the said W. W. and W. C. shall and may, out of the first money which shall become due and be received after the deduction of the costs and charges in recovering the same, pay or cause to be paid to the said J. R. his, &c. the sum of 21l. before agreed to be paid: *And the said W. W. and W. C. do for themselves, their, &c. covenant, &c. by, &c. that after payment of the said sum of 316l. 15s. 2d. to the said W. W. and W. C. by and out of the 2s. 3d. $\frac{1}{2}$ in the pound, to be by them received as afore said; then the said W. W. and W. C. and the survivor, shall and will pay the said 2s. 3d. $\frac{1}{2}$ in the pound; (to be for the future received) unto the said M. R. her, &c. And it is hereby provided and agreed by all the parties hereunto, that the said W. W. and W. C. and the survivor of them, their, &c. shall not be answerable for any greater or other sum of money than he or they shall actually receive, and not the one for the other, or for the acts of the other, but each for his own act, deed or receipt only. *And lastly*, to the end and purpose that the said trust herein or hereby reposed in them the said W. W. and W. C. and the survivor of them, may be better put in execution, and the proceedings therein may plainly appear, to prevent and avoid all differences which may otherwise arise by delaying to make up the accounts of the said trust, *It is hereby declared and intended*, that at the end of every three months, or oftner, if desired by the parties interested in the premises by virtue of these presents, or either of them, an account shall be made up, stated and settled, that each party from time to time may have, and receive his, her, or their respective share or shares and parts, if any there be, upon every such account, according to the true intent and meaning of these presents. *In witness, &c.**

XXXIX. Of a Presentation.

An Assignment of the next Presentation to a Benefice, for the Security of Money due upon a Bond.

TO ALL, &c. J. R. of, &c. sends greeting. Whereas S. L. of, S. L. the patron has
 &c. the true and undoubted patron of the rectory of W. and
 diocese of R. by writing under his hand and seal, dated the, &c. Hath granted the
 given, granted and assigned, unto G. R. of, &c. The next presentation, next presentation to G. R.
 advowson, patronage of the said rectory of W. for one turn only, so
 soon and when the same shall happen next to become legally void,
 With power therein to nominate and present such good and sufficient
 clerk as he shall think fit to choose, to be approved by the ordinary for
 the supply of the said avoidance, when the said shall happen, Which
 said G. R. by writing or indorsement on the said recited grant, under
 his hand and seal, dated the, &c. hath declared the said grant to be
 in trust for the said J. R. and hath assigned the same and next presen-
 tation, advowson or patronage of the said rectory of W. thereby grant-
 ed unto the said J. R. to his own use, as by the said recited grant and
 indorsement thereon, relation, &c. Now these Presents witness, that
 for better security of payment of the sum of —l. and interest due and
 owing by the said J. R. to B. R. &c. by obligation under his hand and
 seal, dated, &c. and of —l. more with interest, due and owing by
 the said J. R. to the said B. R. by one other bond under his hand and
 seal, bearing date with these presents, and for other, &c. He the said
 J. R. Doth hereby grant, assign and transfer unto the said B. R. his,
 &c. to his and their own uses, The said recited gift or grant, and next
 presentation, advowson or patronage of the rectory of W. aforesaid
 thereby granted, and all his right, benefit, claim and demand in and to
 the same, free of all former grants, assignments, charges and incum-
 brances by him done. Provided always nevertheless, that if the said
 J. R. his, &c. do truly pay, &c. unto the said B. R. his, &c. the said
 sums of —l. and —l. on the, &c. with all interest due and then to
 be due for the same, according to the true meaning of the said bonds,
 these presents shall be void and of none effect: And the said J. R. doth
 hereby covenant and agree with the said B. R. his, &c. in case the said
 several sums and interest be not paid as aforesaid, that then he and they,
 may dispose of the said presentation, advowson or patronage, and out
 of the monies thereby arising, pay and reimburse him and themselves
 the said monies and interest due and owing as aforesaid, paying the said
 J. R. the overplus, (if any be) which the said J. R. in such case doth
 empower him and them to do accordingly; And that he the said J. R.
 will do any further act to confirm the same as shall be reasonably ad-
 vised and required. In witness, &c.

who has de-
 clared the
 same to be in
 trust for J. R.
 and assigned
 the same to
 him.

Consideration

Assignment

Proviso that
 if the assignee
 pays the as-
 signee, this
 assignment to
 be void;
 But if the
 money be not
 paid, the as-
 signee may
 dispose of the
 presentation,
 and reimburse
 himself.
 Further act,

XL. Of Prisoners.

An Assignment of Prisoners and Writs, whereby Prisoners are charged in Custody, by the late Sheriff to the present Sheriff.

THIS INDENTURE, made, &c. *Between A. B. esq. late sheriff of the county of T. of the one part, and C. D. esq. now sheriff of the said county, of the other part, witnesseth, that the said A. B. by virtue of his majesty's writ of discharge of his late office to him directed, Hath delivered and set over unto the said C. D. These writs following, that is to say, A Capias against L. M. returnable in eight days of St. Hilary, at the suit of N. O. &c. Together with the bodies of E. F. in execution; at the suit of J. H. for a debt of 100*l.* and G. R. at the suit of R. S. in execution for 40*l.* and W. P. in execution, as well at the suit of S. J. for a debt for 10*l.* as also at the suit of T. W. for a debt of 30*l.* &c. In witness, &c.*

XLI. Of Prizes taken at Sea.

Assignment of Shares in Prizes taken by a Privateer, with a Covenant from the Assignee to pay the Assignor the Overplus above the Consideration Money.

KNOW, &c. That I A. B. of, &c. mariner, late master of the privateer man of war, called ——— whereof C. D. was commander, in consideration of ——— *l.* of, &c. to me in hand, &c. by D. E. of, &c. the receipt, &c. and thereof, &c. Have assigned, transferred and set over, and Do hereby assign, &c. unto the said D. E. all such sum and sums of money as are due, owing, payable or belonging unto me for my nine shares; and likewise for ——— shares more due, and belonging to my son and servant F. E. who sailed in the said ship, of, in, to and out of two several ships, with the appurtenances, and their lading and cargoes, one called the ——— and the other the ——— both of them being taken by the said privateer called the ——— the said C. D. commander, and are since condemned as lawful prizes; and all my right of action, claim, interest and demand of, in and to the said shares in the said prizes; To have, hold and receive the same unto the said D. E. his, &c. to his and their own use and uses: And to the intent he may be better enabled to receive the said premisses. I do hereby make, &c. the said D. E. his, &c. to be my, &c. attorney irrevocable, to demand, &c. the said hereby assigned premisses from the said C. D. and all other persons whom it doth or shall concern, and all persons concerned therein to account concerning the same, and upon receipt, &c. And I do hereby authorise, &c. to use, &c.

Or all ways, &c. for recovery, as fully, &c. and do ratify, &c. And I do further covenant to and with the said D. E. his, &c. that upon his or their request, I will do all or any such further act, deeds and things, for the better enabling him and them to recover and receive the aforesaid — shares in the said prizes, and all monies due and to be due for the same herein before assigned, as shall be reasonably advised: *And it is hereby declared* by the said parties, and the said D. E. doth hereby covenant and agree to and with the said A. B. his, &c. that if the monies to be received by the said — shares in the said prizes before assigned shall amount to more than the said — l. after all charges deducted for recovery thereof, he the said D. E. shall and will be accountable for, and pay the same unto the said A. B. his, &c. any thing aforesaid to the contrary notwithstanding. *In witness, &c.*

XLII. Of Purchases.

Assignment of the Benefit of purchased Articles.

THIS INDENTURE, made, &c. Between W. R. of, &c. of the one part, and T. L. of, &c. of the other part. *Whereas* in articles of agreement bearing date the day next before the day of the date of these presents, and made between the said W. R. of the one part, and J. F. of, &c. and K. F. of, &c. widow, (mother of the said J. F.) of the other part, and in and by an indorsement written on the same, several covenants and agreements, matters and things, are contained touching the valuation of, and paying for several trees therein mentioned to be valued and paid for, as therein is mentioned, and for the true performance of such covenants and agreements contained in the said articles, which on the part and behalf of the said W. R. his, &c. ought to be performed, *He* the said W. R. hath obliged himself, his heirs, &c. unto the said J. F. and K. F. their, &c. in the penal sum of 1200l. and for the true performance of such of the covenants and agreements contained in the said articles, which on the part and behalf and parts and behalves of the said P. G. and K. F. their, &c. ought to be performed, the said J. F. hath obliged himself, his, &c. and the said K. F. hath obliged herself, her &c. unto the said W. R. in the penal sum of 1200l. *Now this Indenture witnesseth*, That the said W. R. doth hereby acknowledge and declare, that at the time of his executing of the said articles, it was intended that the said T. L. his, &c. should have all the advantage that might arise thereby, and therefore he the said W. R. in consideration of the sum of 5s. of, &c. the receipt, &c. *Hath*, as far as in him lies, bargained, sold, assigned and set over, and by these presents, *Doth*, (as far as in him lies) bargain, &c. unto the said T. L. his heirs, executors and administrators, to and for his and their own use and benefit; *All* such benefit, profit and advantage which he the said W. R. his heirs, executors or administrators, can or may have or claim by reason or means of the said articles and indorsement, or any covenants, agreements, matters or thing therein contained; *And* for the better enabling him the said T. L. his heirs, executors and administrators, to re-

ceive and take the benefit, profit and advantage hereby assigned, or mentioned and intended to be assigned, he the said *W. R.* doth hereby constitute, &c. to commence any action or actions, suit or suits, to compel the performance of all deeds, covenants, agreements, matters or things contained in the said articles or indorsements, which on the part and behalf, parts and behalfts of the said *J. F.* and *K. F.* or either of them, their or either of their heirs, executors or administrators, ought to be performed. *And this Indenture further witnesseth,* That in consideration of the assignment thereby made, and of the powers hereby given to the said *T. L.* his, &c. he the said *T. L.* for himself, &c. doth covenant, &c. with the said *W. R.* that he the said *T. L.* his, &c. shall and will from time, &c. save, defend and keep harmless and indemnified the said *W. R.* his, &c. and his and their lands, &c. of, from and against all such costs, charges, damages and expences, which he the said *W. R.* his, &c. or his, their, or any of their lands, &c. shall or may bear, sustain, or be put unto for or by reason or means of his the said *W. R.*'s executing the said articles and signing the said indorsement, or for or by reason or means of any covenant, agreement, matter or thing therein contained, or for or by reason or means of any action or actions, suit or suits to be commenced or prosecuted by virtue of any power or authority thereby given or granted by the said *W. R.* *In witness,* &c.

Articles whereby a Person, reported the best Bidder by a Master, relinquishes and assigns his Interest to another Person, with proper Covenants, &c.

ARTICLES, &c. BETWEEN *W. M.* of, &c. of the one Part, and *J. L.* of, &c. of the other Part.

WHEREAS *J. B.* esq; (one of the masters of the high court of chancery) by his report, dated, &c. did thereby certify, that in pursuance of an order, dated, &c. made on the hearing of a certain cause in the said court then and there now depending, wherein *E. C.* widow, an infant and executrix of Sir *J. C.* bart, deceased, by *J. M.* gent. her next friend, and the said *J. M.* are plaintiffs, and *E. A.* and *E.* his wife. (late *E. C.* spinster,) and others therein named are defendants, and of a subsequent order of revivor made in the said cause, dated, &c. the manner of *E.* &c. in the said order on hearing mentioned, late the estate of the said Sir *J. C.* deceased, had been proposed and sent to sale before him the said master. pursuant to an advertisement for sale of the said estates; and that *W. M.* of, &c. appeared before him the said master. and bid for the purchase of the said estate the sum of 8700*l.* having a good title made to him thereof, free from all incumbrances; and that no other person having offered to give so much for the purchase thereof, he the said master did thereby allow the said *W. M.* the best purchaser of the said estate, for the said sum of — as by the said orders and report may appear: *Now these Presents witness,* That the said *W. M.* (for and in consideration of the sum of 300*l.* to be to him paid by the said *J. L.* in such manner as herein-after is mentioned, and of the covenants herein after contained, on the part of the said *J. L.* to be performed) *Doth* hereby (as much as in him lies) absolutely relinquish, assign, trans-

fer and set over unto the said *J. L.* his heirs and assigns, to and for his and their own use and benefit, *All* the right, interest, property, benefit, advantage, claim and demand whatsoever, either at law or in equity, which he the said *W. M.* or any person or persons in trust for him, can or may at any time hereafter have or take by virtue of his bidding for, or being reported by the said master the best purchaser of the estate late of the said Sir *J. C.* as aforesaid, (in the said particular mentioned;) *And* for the consideration aforesaid, he the said *W. M.* *Doth*, and by these presents *Doth* constitute, authorize and appoint the said *J. L.* his heirs and assigns, to stand in the room, name, place and stead of him the said *W. M.* and to do, act, transact and perform all and every such other and further legal acts, matters and things whatsoever, either in the said court of chancery, or before the said master, or elsewhere or otherwise, as shall be needful, necessary and requisite for the carrying on, finishing and compleating the purchase of the estate late of the said Sir *J. C.* so bid for as aforesaid, and in the said particular mentioned, and for having a good and sufficient conveyance made of the same unto and to the use of the said *J. L.* his heirs and assigns, as his or their counsel shall reasonably advise, and that as fully, effectually and absolutely, and in as large, ample and beneficial manner, to all intents and purposes whatsoever, as he the said *W. M.* or his heirs, could or might have had or done the same, for his or their own use and benefit, if these presents had not been made. *And these Presents further witness*, That he the said *J. L.* (in consideration of such relinquishing and assignment made to him the said *W. M.* of the premises as aforesaid) *Doth* for himself, his heirs, executors, administrators and assigns, covenant with the said *W. M.* his executors and administrators, by these presents, in manner as follows, *viz.* That he the said *J. L.* shall and will from henceforth stand in the place and stead of him the said *W. M.* as and for the best bidder, for finishing the purchase of the said estate late of him the said Sir *J. C.* so intended to be purchased as aforesaid: *And also* that he or they shall and will obey and perform all and every such orders and reports as shall from henceforth be had and made in the said court of chancery touching or concerning the carrying on and finishing such purchase; *And also* that he the said *J. L.* his heirs, executors or administrators, shall and will, out of his and their own proper monies, pay and discharge all and all manner of costs, charges and expences whatsoever, either in the said court of chancery or elsewhere, as shall be necessary and expedient for the carrying on and compleat finishing the purchase of the said estate so by him intended to be made as aforesaid; *And likewise*, That he the said *J. L.* his heirs or assigns, on the executing to him and them of a good and sufficient conveyance by the proper persons legally intitled to the said estate late of him the said Sir *J. C.* so bid for as aforesaid, and in the said particular mentioned, shall and will, pay or cause to be paid, the said sum of 8700*l.* purchase monies, to such person or persons so legally intitled to execute the same, or as by any order or decree of the said court of chancery shall in that behalf be ordered, directed or appointed: *And further likewise*, That he the said *J. L.* his heirs, executors or assigns, immediately after the executing and compleat finishing of such good and sufficient conveyances to him or them of the said estate late of the said Sir *J. C.* as aforesaid, shall and will, well and truly pay unto the said *W. M.* his executors, administrators or assigns, the said sum of 300*l.* &c. *And*

lastly,

lastly, That he the said *J. L.* his heirs, executors or administrators, shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *W. M.* his executors and administrators, and his and their real and personal estates, of, from and against all actions, suits, costs, charges, damages and expences, that shall or may be brought, arise, fall or happen to him, them, or any of them, for or by reason of his the said *W. M.*'s bidding for the purchase of the said estate, or for or on account of his not proceeding in the finishing thereof, pursuant to his bidding for the same as aforesaid. *In witness, &c.*

XLIII. Of Patents.

Assignment of a yearly Rent for payment of 260l. and Interest, with Directions for the Tenant to attorn and pay the Rent Half-yearly.

THIS INDENTURE, made, &c. *Between A. H. of, &c. of the one part, and J. E. of, &c. of the other part. Whereas*, by indenture of assignment bearing date, &c. between the said *A. H.* of the one part, and *W. H.* of the other part, (reciting as therein is recited) the said *A. H.* (in consideration of the sum of 200l. to him paid by the said *W. H.*) *Did* grant, sell and assign unto the said *W. H.* an indenture of lease therein recited; and a piece of ground, &c. thereby demised, with the appurtenances, situate, &c. at and under the yearly rent of 105l. *To hold, &c.* for and during all the residue of a term of 38 years, in and by the said indenture of lease granted, (which commenced at, &c.) *Redeemable* on the said *A. H.*'s payment to the said *W. H.* the said sum of 260l. and interest, in manner as in the said indenture of assignment is mentioned: *And whereas* by deed-poll bearing even date with and executed immediately before these presents, and written upon the back of the said indenture of assignment, (therein reciting that the said *A. H.* had some time since paid to the said *W. H.* the sum of 100l. in part of the said principal sum of 200l. so secured to him as aforesaid, and that therethen remained due to him only the principal sum of 100l.) *It is by the said deed-poll witnessed*, That in consideration of the said sum of 100l. paid by the said *J. E.* to the said *W. H.* (in full satisfaction and discharge of all principal and interest monies whatsoever secured to him by the said recited indenture of assignment, and a bond therein recited) and for 5s. to the said *A. H.* also paid by the said *J. E.* *He* the said *W. H.* (by the direction of the said *A. H.*) *Hath* bargained, sold and assigned, *And be* the said *A. H.* *Hath* ratified and confirmed unto the said *J. E.* the said recited indenture of lease, piece of ground, messuage, and all and singular other the premises thereby demised, and by the said indenture of assignment assigned unto the said *W. H.* with the appurtenances, together with the said indentures of lease and assignment; *To hold, &c.* for and during all the residue of the said term of 38 years and an half, which is now to come, as by the said indenture of assignment and deed-poll, (relation, &c.) *And whereas* the said *J. E.* hath on the day of the date hereof actually lent

and paid to the said *A. H.* the sum of 160*l.* and previous to his the said *J. E.*'s payment of the said sum of 100*l.* to the said *W. H.* and is now lending the said 160*l.* to the said *A. H.* (making together the principal sum of 260*l.*) He the said *A. H.* for securing re-payment thereof, together with interest for the same after the rate of 4*l. per cent. per ann.* proposed and agreed to assign unto the said *J. E.* the said yearly rent of 105*l.* so payable for the said messuage and premisses, for and during and until such time only as the said 260*l.* and interest, by half-yearly payments, shall be to him and them fully paid and satisfied, in such manner and subject as herein after is mentioned : *Now this Indenture witnesseth,* That he the said *A. H.* in pursuance and performance of his said recited agreement, and also in consideration of the said sum of 260*l.* so lent and paid by the said *J. E.* to, for; and on his account, in manner as aforesaid, the payment and receipt, *Ec. Hath* bargained, sold, assigned, transferred and set over, and by, *Ec. doth, Ec.* unto the said *J. E.* The said yearly rent of 105*l.* reserved, issuing and payable to the said *A. H.* by, out of and for the above assigned messuage or tenement and premisses, situate, *Ec.* and all other yearly rents whatsoever issuing and payable for or in respect of the same, and all the right, *Ec. To have, hold,* receive, take and enjoy the said yearly rent of 105*l.* and all and singular other the premisses mentioned to be hereby assigned, *Ec.* unto the said *J. E.* his executors, administrators and assigns, from henceforth, for and during and until such time only as he the said *J. E.* his executors, administrators or assigns, by equal half-yearly payments, shall be fully paid and satisfied the said sum of 260*l.* and the interest thereof, after the rate aforesaid, together with all costs and charges touching the receipt or recovering thereof, and that in as full, *Ec.* And the said *A. H.* for the considerations aforesaid, doth hereby direct and appoint the present, and all other future tenants of the said messuage and premisses, to attorn and become tenants to the said *J. E.* his executors and assigns, and to pay to him or them clear the yearly rent of the said messuage and premisses, by equal half-yearly payments, on the two feast days following, *viz. Ec.* for and during so long, and until such time only as the said principal sum of 260*l.* and all interest from henceforth, after the rate of 4*l. per cent. per ann.* together with all charges touching the same, if any shall be, to him and them fully paid and satisfied; and that all and every the receipts of the said *J. E.* his executors or assigns, to the said present or any future tenant of the said premisses, for the said hereby assigned yearly rent, so to be by him and them paid to the said *J. E.* his executors or assigns, as aforesaid, shall be as good and sufficient receipts and discharges to him and them, as if the same had been actually signed and given by the said *A. H.* his executors or administrators. *Provided always,* and it is hereby agreed and declared, that from and after full payment of the said 260*l.* interest and charges unto the said *J. E.* his executors or assigns, by and out of the said hereby assigned yearly rent and premisses in manner as aforesaid, then and from thenceforth the assignment hereby made, and every covenant, clause and thing herein contained, shall be utterly void and of no effect; and that then be the said *J. E.* his executors or assigns, shall deliver up to the said *A. A.* his executors or administrators, the said indenture of lease, indenture of assignment, and a policy of insurance by the said deed poll so assigned to him as aforesaid; any thing herein contained to the contrary thereof notwithstanding.

XLIV. Of a Sailor's Ticket.

An Assignment of a Sailor's Ticket and (a) Wages

K NOW, &c. That I T. S. &c. the lawful attorney of C. L. &c. in consideration of, &c. to me in hand paid by J. J. of, &c. the receipt, &c. Do hereby assign and set over unto the said J. J. his, &c. to his and their own use and uses, *A Ticket* signed by the officers of his majesty's ship the C. numbered on the ship's book ——— dated the, &c. for the service of the said C. L. on board the said ship from the ——— day of, &c. until the ——— day of, &c. last, with all sum and sums of money thereupon due and payable: And I do hereby empower, authorize and appoint the said J. J. his, &c. to demand and receive all sum and sums of money due and payable by and on account of the said ticket of and from the treasurers of his majesty's navy, and all others whom it may concern, and upon receipt thereof to give sufficient discharges for the same: And I do hereby ratify whatsoever he and they shall legally do in and touching the premises. *In witness, &c.*

XLV. Of Salaries.

An Assignment of a Salary.

K NOW, &c. That I B. S. &c. (*Describe the place he is in*) for and in consideration of, &c. Have assigned, transferred and set over, and Do hereby, &c. unto the said T. B. his, &c. The sum of ——— l. being two quarterly payments for my fee or daily value of ——— s. per day, as one of the ——— aforesaid, commencing from the, &c. and which will become due, &c. and all my interest and demand of, in and to the same; To have, hold and receive the same unto the said T. B. his, &c. to his and their own proper use and uses: And I the said B. S. for the better, &c. (*Letter of attorney, and covenants not to release, and to do any further act.*) *In witness, &c.*

An Absolute Assignment of a Salary or Debt due from the Charitable Corporation.

TO ALL PERSONS to whom these presents shall come, B. S. gent. (one of the attorneys of his majesty's court of C. P.) sendeth greeting. Whereas the said B. S. in the year 1721, by an order of the then committee of the company called the *Charitable Corporation*, was appointed attorney and solicitor for the said corporation, to pro-
cure

Recital,

sue and defend all their actions and suits both in law and equity ; and
 the said committee then agreed to allow the said B. S. a salary of 50*l.*
per ann. for his attendance or trouble, and also all his disbursements
 touching the same, to commence from *Christmas* 1721. *and whereas*
 (by virtue of the said appointment and agreement) on the day of the
 date hereof there is justly due and owing to him the said B. S. for the
 said salary the sum of 275*l.* or thereabouts ; and for his disbursements
 the sum of 35*l.* or thereabouts (making together the said sum of 310*l.*)
Now know ye, and these Presents witness, That for and in consideration Considerations,
 of the sum of ——— of, *£* s. to the said B. S. in hand well and
 truly paid by *W. J.* of, *£* s. at, *£* s. the receipt, *£* s. and for divers, Assignment of
&c. He the said B. S. *Hath*, and by these presents *Doth* freely, clearly
 and absolutely bargain, transfer and set over unto and to and for the
 use and benefit of the said *W. J.* his executors, administrators and
 assigns, *The* before mentioned sum of 310*l.* so now due to him the monies and
 said B. S. from the said company called *The Charitable Corporation*, premises,
 for his salary and disbursements as aforesaid ; and all and every sum
 and sums of money, allowance, benefit, and other advantages what-
 soever, which are now due, owing, or any ways belonging to him
 the said B. S. from the said company or corporation, by virtue of the
 said order or agreement of their committee, as aforesaid, or otherwise
 howsoever ; and all the right, interest, benefit, advantage, property,
 claim and demand whatsoever, either at law or in equity, of him the
 said B. S. of, in, to and out of the hereby assigned monies and premis-
 ses, and every part and parcel thereof ; *And* for the better and more Letter of at-
 effectual enabling him the said *W. J.* his executors, administrators and torney,
 assigns, to have and receive all and singular the hereby assigned monies
 and premises to and for his and their own use and benefit, he the said
 B. S. *Hath*, and by these presents (as much as in him lieth) *Doth* make,
 ordain, constitute, authorize and appoint, and in his place and stead
 put the said *W. J.* his executors, administrators and assigns, the true
 and lawful attorney and attornies irrevocable of him the said B. S. to
 ask, demand, sue for, recover and receive of and from the said com-
 pany called *The Charitable Corporation*, or their cashier or treasurer,
 and of and from all and every other person and persons whomsoever,
 who are or shall be able to pay the same, the said sum of 310*l.* and all
 and singular other the hereby assigned monies and premises, and upon
 receipt and payment thereof, or of any part thereof, in the name of
 him the said B. S. or otherwise, to give proper and sufficient discharges
 for the same, and upon non-payment thereof, also in his name or other-
 wise, to commence any action or suit, either at law or in equity, for
 the recovering and receiving thereof, and the same to carry on to
 effect : *And* he the said B. S. doth hereby give, *£* s. absolute power,
£ s. *And* finally, he the said B. S. doth hereby ratify, allow and con- Ratification:
 firm all legal acts whatsoever, which he the said *W. J.* his, *£* s. shall
 do or cause to be done touching the premises, by virtue of the power
 hereby given. *Provided nevertheless* ; and so as he the said *W. J.* his Proviso for
 executors and administrators, shall and do at all times hereafter save, indemnifying
 keep harmless and indemnified the said B. S. his executors and admi- the assignor.
 nistrators, and his, their and every of their real and personal estates,
 of and from and against all costs, charges, damages and expences
 whatsoever, which shall or may arise, fall or happen to him, them or
 any of them, for, by reason, means or occasion of any action or suit
 which

which shall be brought or prosecuted in the name of the said B. S. his executors or administrators, by virtue of these presents, or of any power or authority hereby given unto the said W. J. his executors, administrators or assigns, &c. (*The assignor covenants that he has not, nor will release, &c. as usual*) In Witness, &c.

An Assignment of a Salary for Security of Money lent on Bond.

TO ALL, &c. S. H. &c. sends greeting. *Whereas, &c. (Recite the Bond :) Now know ye, That for better security of payment of the said sum of, &c. with interest according to the condition of the said recited obligation, and in consideration of 1 s. to the said S. H. paid before sealing hereof by the said T. H. the receipt whereof he doth hereby acknowledge, He the said S. H. Hath assigned, &c. and by, &c. Doth, &c. unto the said T. H. his, &c. All such sum and sums of money as are now due and in arrear, and which hereafter shall grow and become due and payable unto the said S. H. for his salary, fee or daily value of 12 d. per day, as one of the gunners in garrison of the Tower of London belonging to his majesty's office of ordnance, and all his right, &c. To have, &c. And for the better recovery, &c. (Letter of attorney.) Provided always, and these presents are upon this condition nevertheless, that if the said S. H. his, &c. do and shall well and truly pay, &c. unto the said T. H. his, &c. the said sum of ———— £ with interest, according to the condition of the said recited obligation, then these presents and every thing herein contained shall be utterly void and of none effect; any thing aforesaid, &c. (A covenant, that if default shall be made in payment of the said sum, then the said S. H. shall do any further acts, &c.) In Witness, &c.*

XLVI. Of a Covenant Servant.

By Indorsement.

KNOW, &c. that the within named J. L. for and in consideration, &c. Doth by, &c. assign, &c. unto H. L. of, &c. his, &c. the within written indenture, and all his right, &c. of, in and to the same and to the service of the within named T. H. therein and hereby agreed and covenanted to be performed by virtue thereof, or otherwise howsoever, in any manner or wise, he the said H. L. his &c. paying the wages of the said T. H. and performing the other matters therein contained, which on the part of the said J. L. are to be paid and performed, as within is mentioned. In Witness, &c.

XLVII. Of Statutes or Recognizances.

Assignment of a Statute as a Collateral Security.

THIS INDENTURE TRIPARTITE, &c. *Between C. B. of, Recitals, as to*
 &c. of the first part, J. G. of, &c. and R. G. of, &c. of the se- *the statute*
 cond part, and W. G. of, &c. of the third part. *Whereas J. L. of F.* *from J. L.*
 in the county of N. gent. and the said J. G. and R. G. by their recog- *J. G. and*
 nizance or writing obligatory in the nature of a statute-staple, bearing *R. G. to E. T.*
 date, &c. taken and acknowledged before Sir R. E. knt. then lord *and his de-*
 chief justice of his majesty's court of common pleas at *Westminster,* *thereon.*
 became jointly and severally bound unto the said E. T. in the sum of *Mortgage*
 9000*l.* of, &c. which statute by an indenture of the same date was *from J. G.*
 defeasanced and made void on payment of the sum of 4500*l.* and inte- *and R. G. to*
 rest, unto the said E. T. his, &c. in such manner as in the same inden- *E. T. for*
 ture is mentioned: *And whereas* by an indenture tripartite by way of *4500*l.**
 mortgage, bearing date, &c. and made between the said J. G. of the
 first part, the said R. G. of the second part, and the said E. T. of the
 third part; *In Consideration* of the sum of 2000*l.* to the said J. G. and
 of the sum of 2500*l.* to the said R. G. respectively paid by the said
 E. T. as therein mentioned, the manor of B. &c. therein particularly
 mentioned and described, were by him the said J. G. demised and
 granted unto the said E. T. his, &c. for the term of 500 years; and by
 the same indenture, the manor of E. &c. and the appurtenances therein
 particularly mentioned and demised, were by him the said R. G. grant-
 ed and demised to the said E. T. his, &c. for the term of 1000 years;
Subject nevertheless to several provisos in the said indenture of mortgage
 contained; for making void thereof; on payment by them the said J. G.
 and R. G. unto the said E. T. his executors or assigns, of the several
 principal sums of 2000*l.* and 2500*l.* together with interest for the
 same, in such manner as therein is mentioned; *And whereas* by in-
 denture quadripartite of assignment, bearing even date with, and exe-
 cuted immediately before these presents, and made between the said
 C. B. of the first part, the said J. G. of the second part, the said R. G.
 of the third part, and the said W. G. of the fourth part; (*Reciting* the
 herein above recited indenture of mortgage) and that the said several
 principal sums of 2000*l.* and 2500*l.* thereby secured to the said E. T.
 (making together the principal sum of 4500*l.*) and the interest thereof,
 had not been paid; and that the said E. T. was dead, and that he by
 his last will and testament had given and devised all his real and personal
 estates whatsoever to the said C. B. his, &c. *Nevertheless* upon the se-
 veral trusts, intents and purposes in his said will mentioned and express-
 ed; *And further reciting* (amongst other things) that the said W. G.
 had at the request of the said J. and R. G. paid the said sum of 4500*l.*
 into the bank of England, in pursuance of an order of the court of chan-
 cery therein recited, *It is by the said indenture of assignment witnessed,*
 That in consideration of the said 4500*l.* so paid by the said W. G. into
 the bank of England as aforesaid, and for 5*s.* a-piece to them the said
 C. B.

As to the as-
 signment to
 Mr. G.

As to previ-
ous agree-
ment.

Considerations.

Assignment.

Habendum.

Letter of at-
torney.

*C. B. J. G. and R. G. paid by the said W. G. the said several manors, &c. and all, &c. mentioned and comprised in the said recited indenture of mortgage, and which were by them the said J. G. and R. G. thereby respectively demised to the said E. J. his executors and assigns as aforesaid, Are by the said C. B. assigned, and by the said J. G. and R. G. respectively, (in pursuance of an order of the court of chancery therein recited) granted, ratified and confirmed unto him the said W. G. his executors, administrators and assigns, for and during all the rest and residue of the said several terms of 500 years and 1000 years, by them the said J. G. and R. G. in and by the said recited indenture of mortgage respectively granted, of and in the said several premises as aforesaid; Subject nevertheless to a proviso in the said indenture of assignment contained for his the said J. G. his redemption of his part of the thereby granted and ratified premises, on payment by him, his heirs or assigns, unto the said W. G. his, &c. of the sum of 2100*l.* on the several days, and in manner as therein is mentioned; and also subject to another proviso in the same indenture of assignment contained, for his the said R. G.'s redemption of his part of the thereby granted and ratified premises, on payment by him, his heirs or assigns, unto the said W. G. his executors or administrators, of the sum of 2625 *l.* on the several days, and in such manner as therein also is mentioned, as in and by the said statute and defeasance thereon, and the said several in part recited indentures of mortgage and assignment (relation being to them respectively had) more at large may appear: And whereas previous to his the said W. G.'s advancing and paying the said 4500*l.* into the bank of England, (being for the proper debt of them the said J. and R. G.) and as a collateral or further security for payment of the same, and the interest thereof, unto the said W. G. according to the several provisos in the said recited indenture of assignment contained for that purpose, It was agreed between the parties thereto, that the said herein above recited statute staple so given to the said E. T. as aforesaid, and all monies thereby secured and now vested in the said C. B. as executor of his said will, should be by him assigned to the said W. G. Subject nevertheless to the several provisos in the said indenture of assignment contained, and to be defeasanced in such manner as herein after is mentioned and expressed: Now this Indenture witnesseth, that in pursuance and performance of the said recited agreement, and in consideration of the said sum of 4500*l.* so by him the said W. G. paid in manner as aforesaid, and also for and in consideration of the sum of 5*s.* of, &c. in hand paid by, &c. at, &c. the receipt, &c. He the said C. B. at the special instance and request, and by the direction and appointment of the said J. and R. G. testified, &c. Hath assigned, &c. and by, &c. he the said C. B. Dath, &c. unto the said W. G. The said recited recognizance or statute staple, and all sum and sums of money therein mentioned and thereby secured, and all benefit and advantage whatsoever to be had, made, taken or obtained, upon or by virtue thereof, or of any process, extent, or other execution or executions whatsoever to be thereupon had, taken, sued out and executed; To have, hold, receive, take and enjoy the said hereby assigned recognizance or statute staple, monies, extents, and all and singular other the herein before mentioned and intended to be hereby assigned premises unto and to the use of the said W. G. his, &c. as and for his and their own proper monies for ever: Subject to the provisos aforesaid, Together with full power for the said W. G.*

W. G. his, &c. in the name of him the said *C. B.* to sue, &c. any extent, writ or writs of execution, or other process upon the said recognizance or statute staple, against them the said *J. L. J. G.* and *R. G.* any or either of them, their or any or either of their real or personal estates, for the recovering and receiving of all and every the sum and sums of money thereby secured and hereby assigned; and also to release and discharge the same, and to do any act to vacate or make void the said recognizance, and that in as full, &c. *Subject nevertheless* to the proviso herein after contained; And the said *C. B.* for himself, his executors and administrators, doth covenant and agree, to and with the said *W. G.* his executors, administrators and assigns, by these presents, in manner following; that is to say, That he the said *C. B.* hath not at any time heretofore, nor shall or will at any time or times hereafter (until the said sum of 4500*l.* and the interest thereof, shall be fully paid and satisfied unto the said *W. G.* his executors, administrators or assigns,) assign, release or discharge the said hereby assigned recognizance and monies thereby secured, or any part thereof, or any execution or process to be sued or taken out by virtue thereof, without the consent of the said *W. G.* his, &c. first had and obtained in writing for that purpose: *Provided always*, and it is hereby agreed and declared, that if each of them the said *J. G.* and *R. G.* shall and do well and truly pay, &c. unto the said *W. G.* his, &c. the said several sums of 2100*l.* and 2625*l.* at the place on the several days, and in manner, as the same, in and by the several provisos in the said recited indenture *Quadrupartite* of assignment contained, are mentioned and appointed for payment thereof, according to the true intent and meaning of the same indenture; that then he the said *W. G.* his, &c. (at the request and charge of the said *J. G.* and *R. G.* their, &c.) shall and will do any act to vacate or make void the said recognizance, or else assign the said hereby assigned recognizance, and all and every sum and sums of money thereby secured, unto the said *J. G.* and *R. G.* their executors or administrators, or to such other person or persons as they shall direct or appoint, so as no person or persons for the doing thereof be compelled to go from his, her or their then place of habitation or abode; And it is hereby agreed and declared by the said *W. G.* that no writ of execution, process, or any other advantage whatsoever, shall be had or taken against them the said *J. L. J. G.* and *R. G.* any or either of them, their, any or either of their heirs, executors or administrators, or against their, any or either of their goods or chattels, heirs, executors or administrators, or against their, any or either of their goods or chattels, lands, tenements or hereditaments, upon the said hereby assigned recognizance, until default shall be made in payment of the said several sums of 2100*l.* and 2625*l.* or some part thereof, contrary to the true intent and meaning of the said several provisos in the said recited indenture *quadrupartite* of assignment contained And lastly, the said *W. G.* for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said *C. B.* his executors and administrators, that he the said *W. G.* his executors, administrators or assigns, shall and will from time to time, and at all times hereafter, save defend, keep harmless and indemnified the said *C. B.* his heirs, executors and administrators, and his, their and every of their goods and chattels, lands and tenements, of, from and against all costs, charges, expences, and damages whatsoever, which shall or may at any time hereafter happen or accrue to, or be adjudged, decreed

Covenants hath not, nor will release till the money paid to the assignee.

Proviso that if the monies be paid according to the provisos in the mortgage, then the assignee shall do any act to make void the assigned recognizance

Agreement that no execution till default in payment

Covenant to indemnify Mr. B.

or awarded against him or them, or his or their real personal estates, for or by reason of any writ, process, proceeding or execution, which shall or may be had, sued or taken out upon the said hereby assigned recognizance, for the recovering and receiving of the said sum of 4500*l.* and the interest thereof, or of any part thereof, in the name of him the said C. B. or otherwise touching or concerning the same. *In witness, &c.*

XLVIII. Of Stocks.

An Assignment of East-India Stock, for the securing of an Annuity for Life payable thereout.

Recital of contract for purchase of said annuity.

Considerations.

Assignment of —credit in said company to the two trustees.

Upon the trusts &c. viz. that trustees during life of annuitant, shall by letter of attorney empower him to receive his annuity out of dividends when payable,

the first payment to begin, &c. and after

THIS INDENTURE, made, &c. *Between A. B. of, &c. of the first part, and C. D. of, &c. of the second part, and E. F. and G. H. of, &c. of the third part. Whereas the said C. D. hath contracted and agreed with the said A. B. for the absolute purchase of an annuity, or clear yearly sum of —per ann. to be paid to him during his the said C. D.'s natural life, for the sum of —of, &c. which said annuity is to be secured, paid and payable, in such manner as herein after is mentioned and expressed: Now this Indenture witnesseth, that as well in pursuance of the said contract or agreement, as for and in consideration of the said sum of, &c. to the said A. B. in hand, at, &c. the receipt, &c. He the said A. B. at the special instance and request, and by and with the consent, direction and approbation of the said C. D. testified by her being made a party to, and signing, sealing and executing these presents, Hath assigned, transferred and set over, and by these presents Doth, &c. unto the said E. F. &c. G. H. the sum of —credit in the principal stock and fund of the United Company of Merchants of England trading to the East-Indies, in the transfer-books of the said company, according to the usual custom and method of transferring the said stock, as by the transfer-books of the said company, reference being thereunto had, may appear; In trust nevertheless to and for the several uses, intents and purposes herein after mentioned, expressed and declared, of and concerning the same, and to and for no other use, trust, intent or purpose whatsoever; (that is to say) Upon trust that they the said E. F. and G. H. and the survivor of them, and the executors, &c. of such survivor, shall and do from time to time, and at all times hereafter during the natural life of the said C. D. well and truly pay unto, or otherwise by a good and sufficient letter of attorney or letters of attorney, or other lawful and proper ways and means, as by the said C. D. or his assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, fully and sufficiently authorise and empower the said C. D. and his assigns, to receive and take the said annuity or clear yearly sum of —by equal half-yearly payments, as the same shall become due and payable, by and out of the dividends and profits arising from the said —credit in the said stock so transferred unto the said E. F. and G. H. by the said A. B. as aforesaid, and to detain and keep the same to his and their own use, in full satisfaction, payment and discharge of the said annuity or clear yearly sum of —l. so contracted and agreed for*

for as aforesaid ; the first of which said half yearly payments shall begin and be made out of the dividend arising from the said ——— credit in the said stock, which shall become due and payable at the feast-day of ——— next ensuing the date hereof, and from and after the decease of the said C. D. Then upon trust that they the said E. F. and G. H. and the survivor of them, and the executors, &c. of such survivor, shall and do, as soon as conveniently may be, re-assign and transfer, or cause to be re-assigned or transferred unto the said A. B. his, &c. the said ——— credit in the said stock, free from all manner of incumbrances whatsoever, by them the said E. F. &c. and the survivor and survivors of them, his executors, &c. or any of them in the mean time, had, made, done, committed or suffered : *Provided always nevertheless*, and it is expressly declared and agreed, by and between all the said parties to these presents, and particularly the said A. B. doth hereby for himself, his, &c. covenant, promise and agree, to and with the said E. F. and G. H. and the survivor of them, his, &c. that in case the said company shall at any time or times hereafter, during the natural life of the said C. D. reduce or lessen the dividend or dividends payable on their principal stock ; so as the said ——— credit in the principal stock of the said company shall not produce or yield the annuity or clear yearly sum of ——— *l. per ann.* so contracted and agreed for as aforesaid, free of all deductions or abatements whatsoever ; then and in such case, and as often as the same shall so happen, he the said A. B. his, &c. shall and will, before the then next dividend shall become due and payable, assign and transfer, or cause to be assigned and transferred unto the said E. F. and G. H. and the survivor of them, his, &c. upon the like trusts aforesaid, so much credit in the said principal stock of the said company, or such other further security as shall be approved of by the said C. D. and his assigns, which together with the said sum of ——— already transferred, shall produce and yield the annuity or clear yearly sum of ——— *l. per ann.* at least, and if the said ——— credit in the said stock already transferred as aforesaid, together with such additional stock or other security to be approved of as aforesaid, as shall and may be hereafter transferred to and for the uses aforesaid, shall produce or yield more than the annuity or yearly sum of ——— *per ann.* so contracted or agreed for as aforesaid, then the overplus of such dividend and interest, more than the said annuity or clear yearly sum of ——— *l. per ann.* shall from time to time, as often as the same shall so happen, be paid unto the said A. B. his, &c. it being the true intent and meaning of these presents, and of the parties hereunto, that the clear annuity or yearly sum of ——— *per ann.* and no more, shall be paid to the said C. D. and his assigns, during the term of his natural life as aforesaid. *Provided always*, and it is hereby declared and agreed by and between all the said parties to these presents that it shall and may be lawful to and for the said E. F. and G. H. and the survivor of them, his, &c. to pay and deduct to themselves, and to each of them, by and out of the said yearly annuity, or the payments to be made thereon, all such sum or sums of money, charges and expences whatsoever, which they or either of them shall disburse, expend or be put unto, lay out or sustain, touching or concerning the trusts hereby in them reposed, or any thing relating thereunto, and that they shall be only responsible or answerable for their own respective acts, receipts, neglects or defaults, and not the one for the other, nor the one

death of annuitant, then trustees to assign said credit free of incumbrances to grantor of annuity. A proviso, and grantor of said annuitants covenants with trustees, that if company, during life of annuitant, lessen their dividends, so that stock of company shall not yield sufficient to pay said annuity, then and so often he, before next dividend payable, shall transfer to said trustees farther credit in said company, as, together with present, shall be sufficient to pay said annuity, and the overplus to be paid to grantor.

Power for trustees to deduct their charges, &c. to be answerable for respective acts only, not to be chargeable with any involuntary loss.

for

A proviso and grantor covenants to pay all sums to be called in to be paid on account of said stock. As to the company's renewing their charter.

Then trustees to dispose of their monies in company upon some other publick fund;

and if the company make default in payment of dividends, then grantor to pay the same,

and if annuitant die between half-yearly payments,

for the acts, receipts, neglects or defaults of the other of them, and that neither of them shall be charged or chargeable with any involuntary loss. *Provided likewise*; and it is further declared and agreed, by and between the said parties to these presents, and the said *A. B.* for himself, his, &c. doth covenant, promise and agree, to and with the said *E. F.* and *G. H.* and the survivor of them, his, &c. as followeth, *viz.* that he the said *A. B.* his heirs, &c. shall and will pay and satisfy all and every sum and sums of money (if any) as shall at any time hereafter, during the natural life of the said *C. D.* be called in or ordered to be paid, in respect or on account of the said ——— stock in the said company, or any other additional stock, which may hereafter be transferred to the use aforesaid, and that always 10 days at least before the expiration of the respective times limit and appointed by the said company for paying in the same, and thereof and therefrom indemnify and keep harmless the said *E. F.* and *G. H.* and the survivor of them, his, &c. And the said *A. B.* for himself, his executors, &c. doth covenant and agree to and with the said *E. F.* and *G. H.* and the survivor of them, his executors, &c. that in case the said company, after the expiration of their present charter, (provided the same shall happen in the life-time of the said *C. D.*) shall not renew the same, but shall pay and discharge the said principal stock in the said company, that then and in such case, it shall and may be lawful to and for the said *E. F.* and *G. H.* and the survivor of them, his, &c. to lay out and dispose of the monies so paid unto them by the said company, in the purchase of some other publick or government security or securities, as shall be approved of by the said *C. D.* or his assigns, or his or their counsel learned in the law, as shall be sufficient to pay the said annuity or clear yearly sum of ——— *per ann.* free and clear of all taxes, rates, assessments and impositions whatsoever, imposed or which shall be imposed thereon by the authority of parliament, or otherwise howsoever; and in case the money so paid in as aforesaid, shall not be sufficient to purchase such annuity as aforesaid, then, and in such case, he the said *A. B.* his, &c. shall and will on demand make good and pay unto the said *E. F.* &c. and the survivors and survivor of them, his, &c. what the same shall so fall short and prove deficient; And further, That if the said company shall at any time hereafter, during the natural life of him the said *A. B.* make default in the usual payments of any half-yearly dividends in respect of their principal stock, or if the said company shall at any time hereafter, during the term aforesaid, neglect to pay down the stock, for the space of six months after the same shall become due and payable, according to the usual custom and method of paying the said half-yearly dividends, *viz.* at the feast of ——— and the feast of ——— that then, and in either of the said cases, he the said *A. B.* his, &c. shall and will (as often as the same shall so happen, during the said term) well and truly pay, or cause to be paid unto the said *C. D.* or his assigns, the full sum of ——— of, &c. being the moiety or half-part of the said annuity, or clear yearly sum of ——— *per ann.* so contracted and agreed for, as aforesaid, to be paid out of the dividends and profits arising from the said ——— stock in the said company; And also that if the said *C. D.* shall happen to depart this life, after such half-yearly dividend shall become due and not paid by the said company, or if the said *C. D.* shall happen to depart this life between either of the said half-yearly feasts or days of pay-

ment, whereon the said dividends usually grow due to be paid as afore- then trustees,
 said; that then, and in such case, they the said *E. F. &c.* and the sur- or the ex-
 vivor of them, his, *&c.* or in default thereof as aforesaid, he the said *A. B.* ^{tor, to pay so}
A. B. his, *&c.* shall and will well and truly pay, or cause to be paid ^{much of an-}
 unto the executors, *&c.* of the said *C. D.* so much of the said annuity be due at the ^{nuity as shall}
 or clear yearly sum of — *per ann.* as from the last half-yearly payment annuitant's
 thereof shall be due and owing unto the day of his death; any thing ^{death.}
 herein contained to the contrary notwithstanding. And the said *A. B.* ^{Covenant}
 doth for himself, his, *&c.* covenant promise and agree to and with the ^{from grantor,}
 said *C. D. E. F. &c.* and the survivors and survivor of them, his, ^{that he hath}
&c. in manner following; (that is to say) that for and notwithstanding ^{good right,}
 any act, matter or thing whatsoever, made, done, committed or suffered
 by him to the contrary, he the said *A. B.* now on the day of the date,
 and at the time of the sealing and delivery hereof, hath in himself good
 right, full power, true title, and lawful and absolute authority to assign
 and transfer the said — stock, in manner aforesaid. And the said ^{Annuitant}
C. D. doth hereby for himself, his, *&c.* covenant, promise and agree ^{covenants,}
 to and with the said *A. B.* his, *&c.* that the executors, *&c.* of the ^{viz. that his}
 said *C. D.* shall and will, within the time and space of 14 days next ^{executors,}
 after the day of the death of him the said *C. D.* procure or cause to be ^{*&c.* within}
 procured a proper and legal certificate of the death and burial of him the ^{14 days after}
 said *C. D.* to the intent and purpose, that they the said *E. F. &c.* and ^{his death,}
 the survivors or survivor of them, his, *&c.* do and shall re-assign and ^{procure a}
 transfer unto the said *A. B.* his, *&c.* the said — credit in the stock, ^{certificate of}
 together with such additional stock, or other security, as shall or may ^{his death, to}
 hereafter be assigned or transferred unto the said *E. F. &c.* and the sur- ^{the intent}
 vivors and survivor of them, his *&c.* to the uses aforesaid, together also ^{that trustees}
 with all the dividends, interest and profits due and payable thereon, in ^{may re-assign}
 discharge of the trust reposed in them as aforesaid. And lastly, the said ^{*&c.*}
E. F. &c. do hereby for themselves severally and respectively, their ^{Covenant}
 several and respective executors, *&c.* covenant, promise and agree to ^{from trustees}
 and with the said *A. B.* that they the said *E. F. &c.* and the survivors ^{to re-assign}
 and survivor of them, his, *&c.* shall and will, within 14 days after the ^{accordingly.}
 decease of the said *C. D.* having first received a legal and proper certi-
 ficate of such his death, burial, and not otherwise, re-assign and transfer,
 or cause to be re-assigned and transferred unto the said *A. B.* his, *&c.*
 the said — stock in the said company, together with such additional
 stock, or other security, as shall and may hereafter be assigned and trans-
 ferred as aforesaid, free of all incumbrances whatsoever by them, or either
 or any of them, in the mean time had, made, done, committed or suffered,
 together also with all the dividends, interest and profits due and payable
 thereon, in discharge of the trusts aforesaid, to the only proper use and
 behoof of the said *A. B.* his, *&c.* for ever, and to and for no other use;
 trust, intent and purpose whatsoever. *In witness, &c.*

Assignment of South-Sea Stock and Annuities made by the acting Executor, by Direction of the Residuary Legatee, to a Trustee nominated by her, the Debts and Legacies having been paid, with Power reserved to the Executor to retain 200l. for his future Indemnity.

THIS INDENTURE TRIPARTITE made, &c. Between N. P. of ——— esq; of the first part M. B. of ——— spinster, of the second part, and F. B. spinster, sister of the said M. B. of the third part. *Whereas, &c. (Recital of a devise and bequest of the residue of both real and personal estate, after other legacies, &c. paid: And whereas all the debts of the said G. W. and the legacies given by the said will are presumed to have been paid and satisfied; and there now remains the personal estate of the said G. W. in the publick funds, in the name of the said N. P. in trust for the said M. B. as follows, viz. in the books of the governor and company of merchants of Great Britain, trading to the South-sea and other parts of America, and for encouraging the fishery, &c. 517l. 5s. 4d. capital and principal stock in the joint stock of the said company, South-sea annuities 2666l. 6s. 1d. and in the new joint stock of the said company, South-sea annuities 1551l. 15s. 11d. and the said M. B. has requested the said N. P. to assign and transfer all the said stock and annuities, (200l. in the said joint stock of South-sea annuities, which the said M. B. doth hereby agree shall remain in the name of the said N. P. in the said company's books, to indemnify him against all claims or demands that may at any time hereafter be brought against him by any creditors or legatees of the said G. W. and against all such costs, charges and expences, as he hath, or shall be put unto in the execution of the trust in him reposed by the said will of the said G. W. only excepted,) unto the said F. B. her executors, administrators and assigns, in trust for the said M. B. her executors, administrators and assigns: Now this Indenture witnesseth, That the said N. P. at the request and by the direction of the said M. B. testified by her being party, to, and signing and sealing these presents, Hath granted, bargained, sold, assigned, set over and transferred, and by these presents, Doth, &c. unto the said F. B. the said 517l. 5s. 4d. capital South-sea stock, the said 1551l. 15s. 11d. new annuities, and 1866l. 6s. 1d. part of the said 2666l. 6s. 1d. joint stock of South-sea annuities, together with all the interest and dividends now due, or hereafter to grow due for the same; To have, hold, perceive, receive and enjoy the said capital stock and annuities hereby assigned, as aforesaid, unto the said F. B. her executors, administrators and assigns; In trust nevertheless for the said M. B. her executors, &c. And, &c. (Covenant from M. B. that N. P. shall retain 200l. to indemnify and reimburse himself expences, &c. and from N. P. to M. B. that he will transfer the stock and annuities. See Tit. Covenants.) In Witness, &c.*

XLIX. Of a Trade.

An Assignment of a (a) Trade, and the Benefit of the Service of Apprentices.

ARTICLES, &c. Between J. M. Citizen and Coach-maker and Coach-harness-maker of London, of the one Part, and R. E. also Citizen and Coach-maker and Coach-harness-maker of London, of the other Part, in Manner as follows, viz.

WHEREAS the said J. M. hath for some time past used, exercised, followed and carried on the trade or business of a coach maker and coach-harness-maker in the messuage or tenement wherein he the said J. M. now dwells or lately dwelt, situate, &c. *And whereas the said J. M. being minded intirely to leave off his said trade and business, the said R. E. for the consideration herein after mentioned, is to have and enjoy the same to his own use and benefit: Now these Presents witness,* That for and in consideration of the sum of 100*l.* of, &c. (as and for a full premium or consideration to him the said J. M. for the relinquishing and leaving off such his trade or business to him the said R. E.) in hand well and truly paid to the said J. M. by the said R. E. at, &c. the receipt, &c. and also in consideration that the said R. E. hath bought of the said J. M. the coaches, chariots, harness, timber, implements of household and several other goods, materials and things, particularly mentioned in a schedule or inventory annexed to a bill of sale, bearing even date herewith, and which have been appraised by two indifferent persons, whereof each of the parties hereto did chuse one, and for which the said R. E. hath well and truly paid unto the said J. M. the full sum of 185*l.* 9*s.* of like money, the receipt, &c. and also in consideration that he the said R. E. hath taken a lease from the said J. M. of the said messuage or tenement for the term of 39 years, at the yearly rent of 55*l.* *He the said J. M. Hath, and by these presents Doth,* as much as in him lies, or he may or can do, relinquish and quit-claim unto him the said R. E. his executors and administrators, *All* his interest, benefit, profit and advantage whatsoever to be by him from henceforth had, made or obtained by virtue of the said trade, or of any of the customers now belonging thereto; *And also all* the benefit of the services of all and every such person or persons, as now are or which shall then be apprentices of him the said J. M. for and during such term as every such respective apprentice by his indenture of apprenticeship is obliged to serve; he the said R. E. during such service, finding them with meat, drink, washing and lodging. *Provided always,* and it is the true intent and meaning of these presents, and of

Recitals. As to J. M.'s carrying on his trade and being unwilling to leave it off.

Consideration, viz. money paid for relinquishing the trade.

Goods sold.

Lease granted.

Relinquishment of trade.

Assignment of apprentices.

S s 2

the

(a) Note; The stock in trade, household goods, &c. were conveyed by a bill of sale

The assignor
covenants not
to keep a
shop, &c.
or carry on

the trade
within a cer-
tain distance.

That the as-
signee shall
have the pro-
fits of the
trade, &c.

That the as-
signor shall
during one
year promote
customers;

and for 30
years shall
not hinder
any.

the parties hereunto, that the said J. M. is to have, receive and keep to his own proper use, all and every such sum and sums of money as hath been or shall be paid unto him the said J. M. with any apprentice or apprentices that the said J. M. hath now or shall hereafter take. *Provided also*, that in case any such apprentice or apprentices shall before the expiration of their time quit or desert the service of the said R. E. or misdemean themselves therein, the said J. M. is in no sort to be answerable for the same, but only the said J. M. at the proper costs of the said R. E. shall and will attend in his own proper person before the chamberlain of *London* with such respective indentures of apprenticeship, at any time to appear against any such apprentice or apprentices. *And also* he the said J. M. for the considerations aforesaid, doth for himself, his executors and administrators, and for every of them, covenant, promise and agree, to and with the said R. E. his executors and administrators, by these presents, in manner, &c. that he the said J. M. shall not nor will at any time from henceforth during the term or space of ———— years now next ensuing, either by himself, or for, by or with any other person or persons whatsoever in trust for him, or to or for his use, benefit or advantage, take any house, shop, or other place whatsoever within the cities of *London* and *Westminster*, or in any place within the bills of mortality, wherein or whereby to set up, exercise, or in any sort or manner of wise howsoever to use or follow the said trade, business or employment of a coach-maker or coach-harness-maker, unless it be by and with the consent of him the said R. E. his executors, administrators and assigns, (such consent to be in writing under his or their hands; *And also* that shall and may be lawful to and for him the said R. E. his, &c. at all times from henceforth, as well to have and take to and for his and their own use and benefit, all the profit, proceed, gain and advantage that shall or may arise, or be had or made by virtue or means of any of the customers now or any time hereafter belonging to him the said J. M. or the shop of the said messuage, or to the said trade thereof; as also all benefit, profit and advantage whatsoever, to be had or made by virtue of the services of the said several now apprentices of the said J. M. during the time of their respective apprenticeships as aforesaid, without paying, rendering or giving any account for the same unto the said J. M. his, &c. and that in as full and ample manner as he the said J. M. could or might have enjoyed the same in case these presents had not been made; *And further also*, that he the said J. M. shall and will, at all times from henceforth during the space of one year, to the utmost of his power, promote and encourage all the now present or late customers of him the said J. M. to become and be the customers of him the said R. E. in his said trade of a coach-maker and coach-harness-maker, and also endeavour to procure and obtain, that all and every such customers of him the said J. M. shall from henceforth remain, continue and be the customers of him the said R. E. *And further also*, That he the said J. M. during the space of 30 years, shall not by himself, or by or with any others, do or cause to be done any wilful act, matter or thing whatsoever, whereby to disoblige, hinder or deprive him the said R. E. of any such customer or customers which now do, or which shall or may at any time hereafter come or belong to the said shop of trade, or whereby to obstruct or prejudice him the said R. E. in his said trade or

or business of a coach-maker and coach-harness-maker, (except that it shall and may be lawful for the said J. M. at any time to sue for any debt due to him from such customer or customers: And for the more effectual establishing and confirming him the said R. E. in the said trade and business in the messuage or tenement aforesaid. *It is hereby mutually declared and agreed* by and between the said parties to these presents, for themselves, their executors and administrators, that to the intent the said trade may be the better carried on for the benefit and advantage of him the said R. E. it shall and may be lawful to and for the said R. E. at any time during the term aforesaid, to wait upon any such customer or customers in the name of him the said J. M. or as if he were sent by him, or were his partner, as often as he shall find occasion so to do; and that he the said J. M. during the said term of one year, at the request of the said R. E. shall and will, when and as often as occasion shall be or require, go, come, or appear in his own proper person to any such customer or customers, which now do, or which shall or may, at any time hereafter during the same term of one year, happen to come to the said trade; For which purpose, and for the better conveniency of him the said J. M. so to do, *It hath been and is hereby further mutually agreed*, That he the said J. M. shall have the full and free liberty, use and benefit of enjoying the chamber or fore garret of the said messuage or tenement for himself and his wife to lodge and dwell in for the space of ——— next ensuing the date hereof, together with the use of the kitchen there, without rendering or paying any rent for the same, together with free liberty of ingress, egress, regress, way and passage for him the said J. M. his wife, servants and friends, at all seasonable times, to resort thereto during the same term, without any let or hindrance of the said R. E. his executors, administrators or assigns. And it is further agreed between the said parties to these presents, that the said J. M. shall forthwith assign and set over unto the said R. E. one instrument or policy of insurance relating to the said messuage or tenement wherein the said J. M. now or late dwelled and all benefit and advantage which may accrue to the said J. M. thereby (a). *In Witness, &c.*

Agreement that the assignee may wait on customers in the name of the assignor, and that the assignor, if required, shall wait on them.

The assignor to have a room and the use of the kitchen.

Agreement to assign a policy.

(a) Mr. M. to give a bond in the penalty of ——— for performance of these articles.

L. Of

L. Of Trusts.

Assignment and Discharge, &c. touching Devises and Trusts in a Will, &c.

Recital.

THIS INDENTURE, &c. *Between R. B. of, &c. (one of the devisees and legatees named in the last will and testament of R. B. late of, &c. deceased) of the one part, and J. W. of, &c. (only acting executor of the last will and testament of the said R. B. deceased) of the other part. Whereas the said R. B. deceased, by his last will, &c. (Recital of the will:) And the said testator did thereby appoint the said R. W. T. S. and J. W. executors of his said will, and desired them to take the guardianship of the said R. B. party hereto, and of the estates thereby devised to him, until he attained his age of 24 years, as in and by the said in part recited will duly proved by them the said T. S. and J. W. in the proper ecclesiastical court, relation, &c. And whereas the said R. W. one of the said executors, being dead as aforesaid, and the said T. S. one other of the said executors, not having acted in the said executorship other than in joining with the said J. W. in proving of the said will, he the said J. W. hath since alone only acted in the said executorship, and took upon him the guardianship of the said R. B. party hereto, and hath paid and applied the rents and profits of the premises so devised, In Trust as aforesaid, according to the trusts in the said recited will, as by a stated account thereof made bearing even date herewith, and allowed and signed by the said R. B. party hereto, relation, &c. And whereas the same R. B. hath attained to his full age of 24 years, and he the said J. W. before the executing of these presents, hath delivered to the said R. B. party hereto, the said, &c. so given to him as aforesaid: And whereas the said J. W. having discharged the trusts in him reposed by the said will on the behalf of the said R. B. party hereto, to be performed, He the said J. W. at the request of the same R. B. Hath agreed to assign and release to him all his right and interest of and in the trust premises, in such manner as herein after is mentioned, and he the same R. B. In Consideration thereof, Hath agreed to give such release and covenant to indemnify the said J. W. in manner as herein after also is mentioned: Now this Indenture witnesseth, That the said J. W. in pursuance of his said agreement, and for and in consideration of the sum of 10s. of, &c. the receipt, &c. He the said J. W. as far as in him lies, or can lawfully do, Hath, and by these presents Doth bargain, sell, assign, alien and release unto the said R. B. party hereto, All and every the herein before mentioned messuage or tenement, and the rents, issues and profits thereof, and all and singular other the hereditaments and premises, which in and by the said in part recited will were thereby given or devised, In Trust, or to or for the use and benefit of the said R. B. party hereto, as aforesaid, And all the estate, &c. by virtue of the said will, or otherwise howsoever; To have and to hold all and singular the herein before mentioned and intended to be hereby assigned and released messuages or tenements, rents and premises, with their appurtenances, unto and to the use of the said R. B. party hereto, his heirs, executors and assigns,*

Assignment.

assigns, from henceforth, for and during all such estate and estates and interests, as he the said J. W. now hath, or can or may claim therein by virtue of the said will or otherwise; *Subject nevertheless* to the payment of the before mentioned annuity of 5*l.* and weekly sum of 5*s.* to the said W. B. during his life, and also to such uses, and that in such manner as in the said in part recited will are mentioned and expressed, and which by virtue of ——— now remains in force, and not performed touching the same premises: *And, &c. (Covenants, done no act.) And this Indenture further witnesseth,* That to the intent the said J. W. may be released and discharged from his trust aforesaid, and in consideration that the before mentioned ——— hath been so delivered to him as aforesaid, the receipt whereof is by him hereby acknowledged, and he thereof doth acquit, &c. and also in consideration of the assignment so hereby made to him as aforesaid, and also in performance of his before mentioned agreement, *He* the said R. B. party hereto, *Hath*, and by these presents for himself, his heirs, executors and administrators, *Doth* absolutely remise, release, discharge Recital. and for ever quit claim unto the said J. W. his heirs, executors and administrators, all and every sum and sums of money, actions and suits claims and demands whatsoever, both in law and equity, which he the same R. B. by virtue of the said will, now hath, or can or may have, claim challenge or demand against the said J. W. for, upon account, or by reason or means of his acting in or of any breach or non-performance made by him of any of the trusts thereby in him so reposed as aforesaid, and which were by him the said J. W. thereby to be paid, done and performed to the said R. B. party hereto, or for, by reason or on account of any other matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents: *And* the said R. B. party hereto, for himself, his heirs, executors and administrators, and for every of them, doth covenant with the said J. W. his heirs, executors, and administrators, by these A covenant presents, that he the same R. B. party hereto, his heirs, executors, to indemnify, and administrators, shall and will at all times hereafter save, keep &c. harmless and indemnified, the said J. W. his heirs, executors and administrators, and his, their and every of their lands, tenements, goods and chattels, of and from all costs, charges and damages, which shall or may at any time hereafter arise, happen, come or fall upon him, them, or any of them, or which he, they or any of them, shall or may pay, sustain, suffer or be put unto, for, by reason or on account of the trust so reposed in him as aforesaid, or the assignment and release by him hereby made, or any thing herein contained, other than and except ——— or any breach of his covenant herein contained. *(Covenant, done no act to incumber the said premises.) In witness, &c.*

An Assignment of the Moiety of two Trust Terms, in Order to sever the Jointenancy of the Trustees.

THIS INDENTURE, &c. *Between* the right honourable Sir J. T. knt. master of the rolls, and one of her majesty's most honourable privy council, of the one part, and J. T. esq; son of the said Sir J. T. and E. L. of the rolls in the county of *Middlesex*, gent. of the other part. *Whereas* by virtue of one indenture of seven parts, bearing

bearing date, &c. *All that, &c. are vested* in the right honourable T. lord viscount W. and the said Sir J. T. for the residue and remainder of a certain term of 500 years in the same indenture mentioned, and which commenced from the making of a certain indenture of mortgage of the same premises bearing date the, &c. *In trust nevertheless* for the honourable H. L. J. an infant therein named: *And whereas also,* by virtue of the same indenture of seven parts, *All that, &c. are vested* in the said T. lord viscount W. and Sir J. T. for the term of 1500 years, commencing from the day next before the day of the date of the same indenture of seven parts; *In Trust also* for the said H. L. J. *Both* which said terms of 500 years and 1500 years are vested in the said trustees, as and for a security or the principal sum of 10700l. (being the proper monies of the said H. L. J.) and all interest due or which shall grow due for the same, as by the said indenture of seven parts, relation, &c. *Now this Indenture witnesseth,* that to the intent to sever the jointenancy of and in the said several terms of 500 years and 1500 years, so vested in the said T. lord viscount W. and Sir J. T. as aforesaid, and to prevent any right of survivorship taking place as to the same, and for and in consideration of the sum of 5s. of lawful *British* money to the said Sir J. T. in hand paid by the said J. T. and E. L. at, &c. the receipt, &c. *He* the said Sir J. T. *Has* assigned, transferred and set over, and by, &c. *Doth, &c.* unto the said J. T. and E. L. *One* full undivided moiety or half-part (the whole into two equal parts to be divided) of all and every the said several and respective manors, &c. and all and singular other the premises is vested in the said T. lord viscount W. and Sir J. T. for the residue and remainder of the said several and respective terms of 500 years and 1500 years as aforesaid, and every part and parcel of them, and of every of them, with their and every of their rights, members and appurtenances, and the reversion, &c. and all the estate, &c. of him the said Sir J. T. in, to or out of the same premises, or any and every part or parcel thereof; *To have and to hold* the said undivided moiety or half-part (the whole into two equal parts to be divided) of all and every the said several and respective manors, &c. and all and singular other the premises herein before mentioned and intended to be hereby assigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said J. T. and E. L. their executors, administrators and assigns from henceforth, for and during the rest, residue and remainder of the said several and respective terms of 500 years and 1500 years therein respectively yet to come and unexpired; *In Trust nevertheless* for, and to and for the only use and benefit of the said H. L. J. her executors, administrators and assigns. *In witness, &c.*

LI. (a) Of Wages.

An Assignment of Sailor's Wages due for his Service on Board a Merchant Ship and Ship of War, for Payment of a Debt.

TO ALL, &c. H. S. of, &c. sends greeting. Know ye, that for and towards payment of the debt or sum of money which the said H. S. oweth and is indebted to T. S. of, &c. at the sealing hereof, He the said H. S. Hath assigned and set over, and by, &c. Doth, &c. unto the said T. S. All such sum and sums of money as now are due and payable to him for his wages, for his service on board the ship G. O. C. master, and his majesty's ship the C. and all his right, title, claim and demand, of, in and to the same; To have, hold and receive the same unto the said T. S. his, &c. to his and their own use and uses, for and towards payment of the said debt as aforesaid: And for the better recovery and receiving the same, the said H. S. doth hereby make, &c. the said T. S. his, &c. his true and lawful attorney irrevocable to demand, sue for, recover and receive as well of and from the owners of the said ship G. as of and from the right honourable the treasurer of his majesty's navy, and all others whom it may concern, all the said wages so due and payable to him for his service in the said ships respectively herein before assigned, and upon recovery, &c. and to do, &c. and doth thereby ratify, &c. And the said H. S. &c. (Covenants, has not released, and to do any further act.) In witness, &c.

P R E C E D E N T S O F

Attornments. (b)

For one Tenant, attested by Witnesses.

By Indorsement.

MEMORANDUM, That after the sealing and delivering of the within written deed (or grant, &c.) the within named A. B. being tenant for term of life, (&c.) (or being present tenant, &c. as

(a) See Assignment of Salaries and Sailors Tickets, *ante*.

(b) The learning of attornments having become in a great degree useless since the statutes of 4 and 5 Ann. c. 16. and 11 Geo. 2. c. 19. it is unnecessary to enter into the doctrine which respects it; we have therefore confined this head to the precedents only.

as the case requires) of the lands, tenements and hereditaments, &c. within mentioned, having heard the said deed read, and having taken particular notice and knowledge of the contents thereof (*or notwithstanding the effect of the within written deed (grant) thereof made unto the within named C. D.*) *Did* on the _____ day of _____ in the year _____ assent and agree to the same deed (grant, &c.) in every respect as the same is within written; and *Did* therefore attorn tenant to the within named C. D. (*or to him the said C. D. if mentioned before*) upon the said deed (grant) and in testimony thereof did give 6d. of lawful *British* money unto him the said C. D. in the name of attornment, in the presence of us whose names are hereunto subscribed.

A. B.
C. D.
E. F. &c.

Or say thus :

_____ *Did* the, &c. in the year, &c. attorn tenant unto the within named C. D. upon the said grant, according to the form and effect thereof, by the payment of 6d. of lawful, &c. in the name of attornment, in the presence, &c.

An Attornment subscribed by several Tenants, and attested.

WE whose names are hereunder subscribed, being the present tenants, (&c.) of, &c. understanding, &c. *Do* assent, &c. and *Do* therefore attorn, &c. and in testimony of such attornment, each and every of us *Did* give, &c. and also have hereunto subscribed our names the _____ day of, &c.

Witness,
Y. Z.
X. Y.

A. B.
C. D.
E. F.

Another.

MEMORANDUM, That the persons whose names are underwritten, *Did* the _____ day of _____ attorn and become tenants unto the above named A. B. according to the purport of the lease within mentioned, having notice of the said grant; *And*, for proof thereof every one of them *Did* give unto the said A. B. 1d. in the name of attornment.

Witnesseth hereto
G. H.
T. R.
N. O.

A. B.
C. D.
E. F.
Tenants names

An Attornment of several Tenants, and only attested by Witnesses.

MEMORANDUM, That *A. B. C. D. E. F. &c.* the tenants and farmers of the within mentioned premisses, by virtue of several leases made unto them by the within named *J. F.* having all of them had perfect notice of the within written grant, *Did* severally attorn and become tenants of and for their several and respective interest in the premisses, to the within named *B. A.* this present ——— day of, *&c.* and the said tenants have every of them given unto the said *B. A.* *1d.* in the name of attornment. *In the Presence of, &c.*

An Attornment by declared Deed Poll.

TO ALL, &c. I *A. B.* of, *&c.* send greeting. *Whereas* I the said *A. B.* *Have and Hold*, for the term of, *&c.* one tenement, *&c.* of *C. D.* and being at present satisfied that *C. D.* hath, by his deed bearing date, *&c.* granted, *&c.* unto *E. F.* of, *&c.* the, *&c.* as by, *&c.* *Now know ye*, That I the said *A. B.* tenant of the said tenement, of my free will have attorned tenant unto the said *E. F.* by payment unto him of *1d.* in the name thereof, *and do* by these presents consent to such grant, and, as much as in me lies, ratify and confirm the same. *In witness, &c.*

Another by Indenture.

THIS INDENTURE &c. *Between A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part. *Whereas* the said *A. B.* is tenant, *&c.* of, *&c.* by virtue of, *&c.* *And whereas* the said *J. F.* by his deed indented, *&c.* hath granted unto the said, *&c.* to the said *C. D.* *As in and by, &c.* *Now this Indenture witnesseth*, that the said *A. B.* for divers good causes, *&c.* *Hath* consented, agreed, attorned and become tenant, and by, *&c.* *Doth* consent, agree and become tenant to the said *C. D.* and to the said grant to him made of the said, *&c.* *And in the name of attornment and seisin of the rent reserved upon the said lease thereof, Hath* at and before the sealing of these presents paid to the said *C. D.* one half-year's rent due at, *&c.* which the said *C. D.* hath accepted of and from the said *A. B.* as from his tenant, in the name of seisin thereof, and attornment of the said grant to him thereof made as aforesaid. *In witness &c.*

An Order for a tenant to attorn and pay his Rent to a Purchaser.

To *W. W.* at *F. House*, in the Parish of *C.* in the County of *O.*

FORASMUCH as we, *E. N.* widow, *T. C.* watchmaker, and *E.* my wife, *A. M. G.* widow, and *W. S.* surgeon, and *M.* my wife, Have by divers good and sufficient conveyances in the law, for divers good and valuable considerations well and truly satisfied to us by the right honourable *S.* lord viscount *H.* sold and conveyed unto and to the use of the said lord viscount *H.* and his heirs for ever, the messuage, farm and lands, called *F. House* farm lately rented by you of us, or some or one of us, and the reversion and reversions thereof, and all the yearly rent or other rents, issuing out or payable for the same: *We do therefore hereby direct* and require you to attorn tenant for the said farm to the said lord viscount *H.* and his heirs, for the half-year's rent which shall be due from you for the said farm at *Michaelmas* day next. *In Witness* whereof we have hereto set our hands this — day of, *Ec.*

A Direction for Tenants to attorn as a Collateral Security upon a Mortgage

By Indorsement.

— And for the better and more effectual securing payment of the said sum of — together with interest and charges as aforesaid, unto the said *B.* his executors, *Ec.* in manner as aforesaid, and according to the true intent and meaning of these presents; he the said *A. Deb* hereby direct *All* and every the present tenants of the within and above demised premises, to attorn and become tenants to the said *C.* during the life of him the said *A.* and from henceforth during his life (after deducting thereout the land-tax payable for the said premises) to pay to the said *C.* his executors or assigns, as well the said arrears of rent, as also all the residue of their respective yearly rents from henceforth to become due and payable; *Nevertheless* upon the several trusts and purposes aforesaid, for and during and until such time only as the said sum of — interest and charges shall be fully paid and satisfied, to the said *B.* his executors and assigns, in manner as aforesaid; *And* that the receipts of him the said *C.* or of the said *B.* their respective executors, administrators and assigns, for all and every the said rents, shall be as good and sufficient discharges to all and every the said tenants for their respective rents, as if the same had been actually given and signed by him the said *A.* *In witness* whereof the said *A. B.* and *C.* have hereunto set their hands and seals this — day of, *Ec.*

Attorn

Attornment thereon.

WE the several persons whose names are hereunder written (tenants of the above demised and assigned premises) by virtue of and in pursuance of the direction in the above written indorsement mentioned, *Do* hereby attorn tenants to the above named C. *And* we do hereby severally agree with him to pay our respective rents to him according to the said direction; *And* in part of payment thereof, we now severally give unto the said C. the sum of 6*d.* a-piece as part of our respective rents, and in the name of such attornments; *As Witnesses* our hands this day of, &c.

An Attornment by a Tenant to the Agent of a Person, pursuant to an Order for that Purpose.

WHEREAS A. by writing under his hand, bearing date, &c. *Hath* desired and impowered me to attorn tenant for the lands I hold of him in H. unto C. by the acceptance of her agent D. and to pay her the rent to grow due for the same, a copy of which order is indorsed on the backside of these presents, and which I have attested to be a true copy: *Now* I the said B. in pursuance thereof, *Do* this ——— day of, &c. attorn and become tenant to the said C. for the lands at H. which I hold of the said A. as aforesaid, by the acceptance of the said D. *And* in token of such my attornment, I have paid unto the said D. for the use of the said C. 12*d.* in part of my rent which will become due for the said premises at *Michaelmas* next; *And*, in pursuance of the direction aforesaid, agree that I will pay the growing rent of the said premises to the said C. or to her order or use. *Witness*, my hand, &c.

An Attornment of Tenants to a Mortgagee, by the Direction of the Mortgagor.

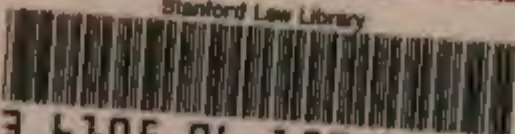
TO ALL, &c. P. G. of ——— esq; (mortgagor) R. N. yeoman, W. A. J. P. and J. H. yeoman (tenants). send greeting. *Whereas* the said R. M. holds of, and rents of the said P. G. a certain farm called W. farm, and the said W. A. rents part of T. farm, and J. P. other part thereof, and the said J. H. rents a farm called P. *And whereas* the said farms are in mortgage to R. R. of ——— esq; and his trustees for ——— l. principal money, on which mortgage there is a great arrears of interest; *And whereas* the said P. G. is willing and desirous that the said R. R. should have the possession of the said premises, and receive the rents thereof; and to that end hath agreed, that the said respective tenants shall attorn and become tenants to the said R. R. and from henceforth pay their respective rents to him the said R. R. and his assigns: *Now know ye*, That the said R. N. W. A. J. P. and J. H. by the direction of the said P. G. testified by his being party to, and signing and sealing this present writing, *Have* attorned and become tenants, and by these presents *Do* attorn and become tenants to the said R. R. and in testimony of his attornment have

have and each of them hath paid to the said R. R. 6d. And the said R. N. W. A. J. P. and J. H. for themselves severally, and each apart for himself and not jointly, and for their several and not joint heirs, acts, executors and administrators, do hereby covenant and agree to and with the said R. R. that they will from henceforth respectively pay their respective rents due and payable for their respective farms, to the said R. R. or his assigns, and shall not, nor will deliver possession of the said farms to any other person, unless thereunto compelled by law or equity. In witness whereof the said R. N. W. A. J. P. and J. H. have, &c.

END OF THE SECOND VOLUME.



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